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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. March 5, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
 - Invocation
 - Pledge of Allegiance
 - Approve the minutes of the regular meeting on February 26, 2013
-

AWARDS AND PROCLAMATIONS

- Proclamations:

Women in Construction
Desk and Derrick Awareness Month
Registered Dietician Day
- Service Awards:

Rex Cornelius
Dennis Sidwell

I. PUBLIC AGENDA

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

1. Sherry Lafond - Office of Central Inspection - Permit Issues and Enforcement of Violations.
2. Ben Lee - Gangs, Violence, and Guns.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 17)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing on Proposed Assessments for twelve (12) Paving Projects, two (2) Water Projects, two (2) Sewer Projects, and four (4) Storm Sewer Projects in the July, 2013 Bond Sale Series 814. (Districts I, II, IV, and V)

RECOMMENDED ACTION: Close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

2. Removal of Property and Reducing the Boundaries of Southfork Redevelopment District. (District III)

RECOMMENDED ACTION: Place on first reading the ordinance removing property from the Southfork Redevelopment District.

3. Resolution Considering the Adoption of a Redevelopment Project Plan, Tax Increment Financing, Southfork Redevelopment District. (District III)

RECOMMENDED ACTION: Adopt the resolution setting a public hearing for April 16, 2013 to consider the adoption of the Phase “A” Project Plan for the Southfork Redevelopment District and authorize the necessary signatures.

4. Swimming Pool Improvements. (Districts I, II, IV, V, and VI)

RECOMMENDED ACTION: Approve the bonding resolution, authorize the initiation of the projects, and authorize all necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. ZON2012-00033 – City request for a zone change from B Multi-family Residential to GC General Commercial, generally located north of 11th Street North and west of Cleveland, 1211 North Cleveland. (District I)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change request and authorize the mayor to sign the ordinance and place the ordinance on the first reading (simple majority vote required), or; 2) make alternate findings and deny the request (a 2/3 majority vote is required to override the MAPC recommendation on the first hearing), or; 3) return the request to the MAPC for reconsideration (simple majority vote required).

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

1. Air Service Consulting Services - Seabury Airline Planning Group, LLC.

RECOMMENDED ACTION: Approve the contract with Seabury APG and authorize the necessary signatures.

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel for Council Member Lavonta Williams to attend the National League of Cities Annual Congressional City Conference in Washington, DC, March 8-14, 2013.

RECOMMENDED ACTION: Approve the expenditures.

2. Approval of travel for Mayor Carl Brewer to attend the Global Business Travel Magazine Unplugged Event in New York, NY, March 17-19, 2013. All expenses paid by the Global Business Travel Association.

RECOMMENDED ACTION: Approve the travel.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 17)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 4, 2013.

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

2. Applications for Licenses:

<u>Renewal</u>	<u>2013</u>	<u>Address</u>
Robert Floyd	Kellogg Gift Shop Inc. dba Patricia's	6143 West Kellogg

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Khanh D Nquyen	Go Cong Asian Food**	2431 West Pawnee

<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Abelardo J Lua	El Perron #2 Restaurant**	3824 East Harry
Joe Hemmelgarn	Wichita State**	1845 Fairmount
David Lee	New Taiwan Chinese Restaurant**	2140 West 21st**

<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Anita Haeri	Valero #2***	1622 South West Street
Anita Haeri	Valero #1***	851 South Meridian
Martha A Vasquez	Super Del Centro***	2425 South Hillside SU300
Jose O Vasquez	El Super Del Centro***	1770 North Broadway
Kevin Schemm	Dillons#66***	2244 North Rock Road Ct

**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. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Consideration of Street Closures/Uses.
 - a. Community Events - Diva Dash 5K. (District I)
 - b. Community Events - St. Pats Run. (District I)
 - c. Community Events - Get Your Rear in Gear. (District VI)
 - d. Community Events - 10th Annual Link 4 Life Run. (District VI)

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) Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Design Services Agreements:
 - a. Supplemental Design Agreement No. 2 for Improvements to 135th Street West from Kellogg to Onewood. (District IV)
 - b. Supplemental Design Agreement No. 1 for Redbud Multi-Use Path. (District I)

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

7. Change Order:
 - a. Change Order No. 1 – Water Main Replacement to Serve Schrader Area. (Districts I and III)

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

8. Property Acquisition:
 - a. Partial Acquisition of land in the 2900 Block of West 29th Street North for the 29th Street – Ridge to Hoover Road Improvement Project. (Districts V and VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Board of Electrical Appeals, January 16, 2013

RECOMMENDED ACTION: Receive and file.

10. Payment of Condemnation Award, Appraisers Fees and Court Costs in Condemnation Matter to Acquire Property for Improvements to the Wichita-Valley Center Flood Control Levee System. (County)

RECOMMENDED ACTION: Authorize payment to the Clerk of the District Court in the amount of \$29,678.65 for acquisition of property and easements condemned in the subject case.

11. FEMA Safe Room Grant. (Districts VI)

RECOMMENDED ACTION: Authorize staff to submit FEMA grant and to accept funding if grant application is approved and authorize all necessary signatures.

12. Bush Honeysuckle Program with the Kansas Forest Service. (Districts I, II, III, IV, V and VI)

RECOMMENDED ACTION: Approve the memorandum of understanding and authorize all necessary signatures.

13. Proposed 2013 Contracted Maintenance Program.

RECOMMENDED ACTION: Approve the 2013 Contracted Maintenance Program, adopt the bonding resolutions and authorize the necessary signatures.

14. Repairs to I-135 from 37th Street North to the North City Limits of Park City. (Districts I and VI)

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

15. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$55,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

16. North Industrial Corridor (NIC) Settlement Offer by Wilko Paint.

RECOMMENDED ACTION: Accept the settlement offer and authorize the necessary signatures.

17. Second Reading Ordinances: (First Read February 26, 2013)

a. 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.

None

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

None

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council Members

SUBJECT : Public Hearing on Proposed Assessments for twelve (12) Paving Projects, two (2) Water Projects, two (2) Sewer Projects, and four (4) Storm Sewer Projects (Districts I, II, IV, and V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the proposed assessments and ordinances.

Background: The City Council was notified on January 15, 2013, that the proposed assessment rolls were on file for public inspection in the Department of Finance.

Analysis: Notice of hearing letters were published January 18, 2013 for twelve (12) paving projects; two (2) water line projects, two (2) sewer projects and four (4) storm water drain projects in the Wichita Eagle for new additions; being not less than ten days prior to the date of hearing . All affected property owners have been notified in writing. Department of Finance and Public Works staff held an informal hearing on February 4, 2013 for the water, sanitary sewer, storm sewer and paving projects.

Financial Considerations: Statements of Special Assessment will be mailed to the property owners on March 22, 2013. The property owners have until June 30, 2014 to pay their assessment and avoid paying interest. The assessments not paid during this period will be included in the next scheduled bond sale for special assessment projects which is anticipated in fall 2014. The rate of interest will be determined when the bonds are issued. The principal and interest will then be spread and placed on the 2015 tax roll.

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

Recommendation/Action: It is recommended that the City Council close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

Attachment: Special Assessments projects list and ordinances.

HEARING ON PROPOSED ASSESSMENTS FOR CONSTRUCTION OF PAVING, WATER, SEWER, AND STORM SEWER PROJECTS:

On January 15, 2013 the Council was notified that the Proposed Assessment Rolls for construction of the following water, sewer, storm sewer and paving projects had been prepared and were on file in the office of Debt Management in the Finance Department for public inspection:

PAVING PROJECTS:

- a) (490-196/472-83636) constructing a right turn lane & left turn lane on 21st Street, and a right turn lane & left turn lane on 127th Street (North of 21st, East of 127th Street East), as authorized by Resolution No. 03-243, adopted May 20, 2003, and published May 23, 2003. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$39,310.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II
- b) (490-195/472-84331) constructing pavement on 21Street North & Founders Circle (South of 21st, West of 127th Street East), as authorized by Resolution No. 05-632, adopted December 13, 2005, and published December 16, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$66,820.00 is to be apportioned 50% payable by the improvement district, 50% payable by the City at Large. The cost has been assessed on a fractional basis. District II
- c) (490-288/472-84487) constructing pavement on Wheatland, Grant, Limuel, Grant Ct, & Limiuel Ct, to & including the cul-de-sac and sidewalk (North of Pawnee, East of 135th Street West), as authorized by Resolution No. 07-081, adopted February 6, 2007, and published February 8, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$515,930.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV
- d) (490-250/472-84526) constructing a right turn lane on 21st Street for west bound traffic from 159th Street (North of 21, West of 159th Street East), as authorized by Resolution No. 07-115, adopted February 13, 2007, and published February 15, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$164,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II
- e) (490-201/472-84635) constructing pavement of a right turn lane on 21st Street for east-bound traffic (South of 21st, West of 143rd Street East), as authorized by Resolution No. 07-676, rescinded by 09-198, adopted December 4, 2007, July 14, 2009, and published

December 7, 2007, corrected and republished March 11, 2010, July 20, 2009, corrected and republished August 8, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$41,630.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II

- f) (490-197/472-83697) constructing pavement of a right turn lane on the south side of 21st Street North, and a westbound left turn lane on 21st Street North (South of 21st, East of 127th Street East), as authorized by Resolution No. 03-122, adopted March 18, 2003, and published March 22, 2003. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$48,080.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II

- g) (490-277/472-84927) constructing pavement on a N-S Alley from 12.5 feet south of the north property line of lot 126 Ellis Avenue to the north line of Kellogg Drive (North of Kellogg, West of Hydraulic), as authorized by Resolution No. 10-215, adopted August 10, 2010, and published August 13, 2010. Petition for this improvement was signed by owners representing 66.67% of the property ownership. The Statement of Cost approved in the amount of \$66,920.00 is to be apportioned 88.88 % payable by the improvement district and 11.12 % payable by the City at Large. The cost has been assessed on a square foot basis. District V

- h) (490-287/472-84975) constructing pavement on Berkeley Square Parkway (North of 13th, West of Greenwich), as authorized by Resolution No. 11-039, rescinded by 11-187, rescinded by 13-028, adopted March 8, 2011, August 2, 2011, February 5, 2013 and published March 11, 2011, August 5, 2011, February 8, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$178,540.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II

- i) (490-286/472-84998) constructing pavement on 127th Street Court East to & including cul-de-sac (East of 127th Street East, South of 21st), as authorized by Resolution No. 11-148, adopted June 14, 2011, and published June 17, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$151,160.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II

- j) (490-291/472-85000) constructing pavement on Boxthorn (North of 21st, West of 159th Street East), as authorized by Resolution No. 11-169, adopted July 12, 2011, and published July 15, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$103,930.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II

- k) (490-296/472-85038) underground street lighting to be installed along the 1400 block of north Willow Lane (1400 block of north Willow Lane), as authorized by Resolution No. 12-050, adopted March 6, 2012, and published March 9, 2012. Petition for this improvement was signed by owners representing 67% of the property ownership. The Statement of Cost approved in the amount of \$15,660.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District I

- l) (490-289/472-84999) constructing pavement on Camden Chase, Flutter Court (North of 21st, West of 159th Street East), as authorized by Resolution No. 11-168, rescinded by 12-019, adopted July 12, 2011, January 24, 2012, and published July 15, 2011, January 27, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved in the amount of \$207,760.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II

WATER PROJECTS:

- m) (470-136/448-90529) Construction of Water Distribution System, TO SERVE HAMPTON SQUARE SECOND ADDITION North of 37th St. North, West of Maize, as authorized by Resolution No. 11-129, adopted June 7, 2011, and published June 10, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/4/2012 in the amount of \$49,790 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District V

- n) (470-141/448-89839) Construction of Water Distribution System, TO SERVE FOX RIDGE ADDITION North of 29th St. North, West of Tyler, as authorized by Resolution No. 03-290 rescinded by 11-204, 12-021, adopted June 10, 2003; August 23, 2011; January 24, 2012, and published June 13, 2003; August 26, 2011, corrected & republished September 22, 2011, January 27, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/4/2012 in the amount of \$76,560 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

SEWER PROJECTS:

- o) (480-021/ 468-83647) Construction of LATERAL 9; NORTHWEST INTERCEPTON SEWER, To Serve Fox Ridge Addition, North of 29th St. North, West of Tyler Road, as authorized by Resolution No. 03-295 rescinded by 11-205, adopted June 10, 2003; August 23, 2011; published June 13, 2003, August 26, 2011, corrected and republished September 22, 2011. Petition for this improvement was signed by owners representing

100% of the property ownership. The Statement of Cost approved December 4, 2012 in the amount of \$109,050 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

- p) (480-016/ 468-84772) Construction of LATERAL 22, MAIN 7, NORTHWEST INTERCEPTOR SEWER, To Serve Hampton Square Second Addition, North of 37th St. North, West of Maize, as authorized by Resolution No. 11-130, adopted June 7, 2011; published June 10, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 4, 2012 in the amount of \$48,360 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District V.

STORM SEWER PROJECTS:

- q) (485-354/468-84396) Construction of SWD No. 332, Along Maize, South of 29th Street North, as authorized by Resolution No. 07-655, rescinded by, 08-475, rescinded by 09-314, rescinded by 11-273, adopted November 20, 2007, October 7, 2008, October 13, 2009, November 22, 2011, and published November 24, 2007, October 10, 2008, October 16, 2009, November 25, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 4, 2012, in the amount of \$4,608,930.00 is to be apportioned 3,202,600 payable by the City at Large with the remainder paid by the Improvement district. The cost has been assessed on a fractional basis. District V.
- r) (485-388/468-84689) Construction of SWD No. 369, North of Pawnee, east of 135th Street West, as authorized by Resolution No. 10-177, adopted July 13, 2010, and published July 16, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 4, 2012, in the amount of \$523,090.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV.
- s) (485-392/468-84769) Construction of SWD No. 378, North of 20th Street North, East of Ridge, as authorized by Resolution No. 11-134, adopted June 7, 2011, and published June 10, 2011. Petition for this improvement was signed by owners representing 72% of the property ownership. The Statement of Cost approved December 4, 2012, in the amount of \$162,410.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.
- t) (485-395/468-84771) Construction of SWS No. 661, North of 21st, West of 159th Street East, as authorized by Resolution No. 11-167, rescinded by 12-018, rescinded by 13-030, adopted July 12, 2011, January 24, 2012, February 5, 2013 and published July 14, 2011, January 27, 2012, February 8, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 4, 2012, in the amount of \$215,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

(490-196/472-83636)

ORDINANCE NO. 49-455

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing a right turn lane & left turn lane on 21st Street, and a right turn lane & left turn lane on 127th Street, (North of 21st, East of 127th Street East)

(490-195/472-84331)

ORDINANCE NO. 49-456

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing pavement on 21st Street North & Founders Circle, (South of 21st, West of 127th Street East)

(490-288/472-84487)

ORDINANCE NO. 49-457

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing pavement on Wheatland, Grant, Limuel, Grant Ct, & Limuel Ct, to & including the cul-de-sac and sidewalk, (North of Pawnee, East of 135th Street West)

(490-250/472-84526)

ORDINANCE NO. 49-458

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing a right turn lane on 21st Street for west bound traffic from 159th Street, (North of 21, West of 159th Street East)

(490-201/472-84635)

ORDINANCE NO. 49-459

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing pavement of a right turn lane on 21st Street for east-bound traffic, (South of 21st, West of 143rd Street East)

(490-197/472-83697)

ORDINANCE NO. 49-460

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing pavement of a right turn lane on the south side of 21st Street North, and a westbound left turn lane on 21st Street North, (South of 21st, East of 127th Street East)

(490-277/472-84927)

ORDINANCE NO. 49-461

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing pavement on a N-S Alley from 12.5 feet south of the north property line of lot 126 Ellis Avenue to the north line of Kellogg Drive, (North of Kellogg, West of Hydraulic)

(490-287/472-84975)

ORDINANCE NO. 49-462

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing pavement on Berkeley Square Parkway, (North of 13th, West of Greenwich)

(490-286/472-84998)

ORDINANCE NO. 49-463

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing pavement on 127th Street Court East to & including cul-de-sac, (East of 127th Street East, South of 21st)

(490-291/472-85000)

ORDINANCE NO. 49-464

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing pavement on Boxthorn, (North of 21st, West of 159th Street East)

(490-296/472-85038)

ORDINANCE NO. 49-465

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of underground street lighting to be installed along the 1400 block of north Willow Lane, (1400 block of north Willow Lane)

(490-289/472-84999)

ORDINANCE NO. 49-466

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing pavement on Camden Chase, Flutter Court, (North of 21st, West of 159th Street East)

(470-136/448-90529)

ORDINANCE NO. 49-467

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90529, TO SERVE HAMPTON SQUARE SECOND ADDITION, (North of 37th St. North, West of Maize).

(470-141/448-89839)

ORDINANCE NO. 49-468

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-89839, TO SERVE FOX RIDGE ADDITION, (North of 29th St. North, West of Tyler).

(480-016/468-84772)

ORDINANCE NO. 49-469

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 22, MAIN 7, NORTHWEST INTERCEPTOR SEWER To Serve Hampton Square Second Addition(North of 37th St. North, West of Maize).

(480-021/468-83647)

ORDINANCE NO. 49-470

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 9; NORTHWEST INTERCEPTON SEWER To Serve Fox Ridge Addition(North of 29th St. North, West of Tyler Road).

(485-354/468-84396)

ORDINANCE NO. 49-471

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain No. 332, (Along Maize, South of 29th Street North)

(485-388/468-84689)

ORDINANCE NO. 49-472

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain No. 369, (North of Pawnee, East of 135th Street West)

(485-392/468-84769)

ORDINANCE NO. 49-473

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain No. 378, (North of 20th Street North, East of Ridge)

(485-395/468-84771)

ORDINANCE NO. 49-474

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Sewer No. 661, (North of 21st, West of 159th Street East)

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council

SUBJECT: Removal of Property and Reducing the Boundaries of Southfork Redevelopment District (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Place the ordinance removing property from the Southfork Redevelopment District on first reading.

Background: On April 17, 2012, the City Council established the Southfork Redevelopment District in south Wichita, in order to permit the use of Tax Increment Financing (“TIF”) to pay for certain eligible costs. The majority of the area is southwest of 47th and I-135, between I-135 and the Riverside Drainage Canal, also known as the Big Slough. The District also includes an additional area west of the Big Slough, between the canal and Broadway.

The District boundaries extend south along the Big Slough to include a box culvert located in the right-of-way of the Kansas Turnpike, and to the west right-of-way line of Broadway Avenue. On January 18, 2013, the City was notified by the Sedgwick County Clerk that this portion of the Redevelopment District encroached on tax districts that were not properly notified of the District’s creation and that a portion of the box culvert is located outside the city limits. Upon consultation with Bond Counsel and Sedgwick County, it was determined that the City may remove the property in question from the TIF District without having to completely re-establish the District.

Analysis: The new boundaries proposed for the Redevelopment District is shown on Exhibit ‘A’ to the attached ordinance. The area remains bounded by 47th Street, I-135, Broadway and the Big Slough. The area including the drainage canal south of the developer owned property and property west of the east right of way line of Broadway have been removed. State law allows cities to remove property from a district, provided the city does not remove more than a *de minimus* amount of area. All remaining property in the TIF District is located within the city limits and tax districts that were properly notified.

The City Council will ultimately approve the actual use of tax increment financing by adopting one or more redevelopment project plans for the Southfork Redevelopment District that identifies the use of tax increment financing. TIF revenue can be used to reimburse the developer for special assessment financed improvements within the District.

Financial Considerations: The removal of property will facilitate the use of tax increment financing to reimburse special assessments paid to finance TIF-eligible projects within the Redevelopment District. Only if a redevelopment project plan is adopted, and the specific improvements are duly authorized by Council action, will the tax increment revenues generated in the District actually be utilized.

Legal Considerations: The ordinance removing property from the Redevelopment District in accordance with state law has been reviewed by the City’s Law Department and approved as to form.

Recommendation/Action: It is recommended that the City Council place on first reading the ordinance removing property from the Southfork Redevelopment District.

Attachments: Ordinance removing property from Redevelopment District, with exhibits.

(PUBLISHED IN THE WICHITA EAGLE ON MARCH 22, 2013)

ORDINANCE NO. 49-475

**AN ORDINANCE OF THE CITY OF WICHITA REMOVING
PROPERTY FROM THE SOUTHFORK REDEVELOPMENT
DISTRICT**

WHEREAS, pursuant to the provisions of K.S.A. 12-1770, *et seq.*(the “Act”), the Governing Body (the “Governing Body”) of the City of Wichita (the “City”), has heretofore established a redevelopment district designated as the Southfork Redevelopment District (the “District”) by Ordinance No. 49-260, adopted April 17, 2012, and effective upon publication April 20, 2012; and

WHEREAS, pursuant to K.S.A. 12-1771(g) the City may remove, by ordinance, a *de minimus* amount of real property from a redevelopment district without the requirement of a public hearing; and

WHEREAS, the Governing Body desires to remove a parcel of real property, described in *Exhibit A* hereto, from the District and hereby finds and determines that such parcel is not more than a *de minimus* amount of real property in the District as presently configured

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

Section 1. The boundaries of the District are hereby modified by removing real property described in *Exhibit A* hereto and the reestablishing boundaries of the District are as described in *Exhibit B* attached hereto, which are incorporated herein by reference. A map generally outlining the revised boundaries of the District is attached hereto as *Exhibit C* and incorporated herein by reference.

Section 2. This ordinance shall be in force and effect from and after its passage and publication once in the official City paper.

Passerby the Governing Body of the City of Wichita, Kansas on March 19, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXHIBIT A

PROPERTY TO BE REMOVED FROM SOUTHFORK REDEVELOPMENT DISTRICT

A tract of land being located in Sections 21 and 28, Township 28 South, Range 1 East, of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

Beginning at a point of intersection with the South line of the NW ¼ of Section 21 and the East line of the Riverside Drainage Easement as recorded in Deed Book 432 at Page 162; thence South on the Eastright-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence continuing Southeasterly on the Eastright-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line of the Northwest Quarter Section of said Section 28; thence continuing Southeasterly on the Eastright-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the Eastright-of-way line of the Kansas Turnpike Authority; thence South on the Eastright-of-way line of said Kansas Turnpike Authority to a point of intersection with the Westright-of-way line of said Riverside Drainage Canal Easement; thence Northwesterly on said Westright-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line the Northwest Quarter Section of said Section 28; thence Northwesterly on said Westright-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence North on said Westright-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the Southline of the NW ¼ of Section 21; Thence East along said South line of the NW ¼ to the Point of Beginning; ALONG WITH, the following described tract of land;

Beginning at a point of intersection with the South line of Custy Street and the Eastright-of-way line of U.S. 81 (Broadway); thence South on the Eastright-of-way line of U.S.81 to a point of intersection with the South line of Colonial Heights, Wichita, Sedgwick County, Kansas; thence West at a perpendicular angle to a point of intersection with the Westright-of-way line of said U.S.81; thence North on the Westright-of-way line of said U.S.81 to a point of intersection with the southerly most North line extended of KMart Plaza South, an Addition to Wichita, Sedgwick County, Kansas; thence East on the southerly most North line extended of said Kmart Plaza South to a point of intersection with the Eastright-of-way line of said U.S. 81; thence South on said Eastright-of-way line of U.S. 81 to a point of intersection with the South line of Florence Addition to Wichita, Sedgwick County, Kansas.

EXHIBIT B

**LEGAL DESCRIPTION OF SOUTHFORK REDEVELOPMENT DISTRICT
(AS REVISED)**

A tract of land being located in Sections 21 and 28, Township 28 South, Range 1 East, of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 21; thence S89°31'13"E, on an assumed bearing for a distance of 1626.43 feet to the point of intersection with the East line of the Riverside Drainage District Easement as recorded in Deed Book 432 at Page 162; thence S6°12'07"E along the East line of said Riverside Drainage District Easement for a distance of 156.28 feet to the Point of Beginning, said point being 155.50 feet South of the North line of the NW ¼; thence N89°31'13"E parallel with the North line of said NW ¼ for a distance of 653.73 feet to a point; thence S19°28'47"E for a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way as described in the deed, Book 1351, Page 253; thence S6°26'53"E for a distance of 129.68 feet; thence S19°28'47"E, for a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in Condemnation Case A-55279; thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W for a distance of 579.10 feet to a point on the South line of the NE ¼ of Section 21, Township 28 South, Range 1 East; thence S88°50'51"W along the South line of said NE ¼ for a distance of 176.00 feet to the Southwest corner of said NE ¼; thence S88°50'53"W along the South line of the NW ¼ of Section 21, Township 28 South, Range 1 East for a distance of 792.71 feet to a point on the East line of the Riverside Drainage Easement as recorded in Deed Book 432 at Page 162; thence continuing West along the South line of the NW ¼ of Section 21 to a point of intersection with the West right-of-way line of said Riverside Drainage Canal Easement, said point of intersection being on the South right-of-way line of Custy Street; thence West on the South line of Custy Street to the East right-of-way line of U.S. 81 (Broadway); thence North on the East right-of-way line of U.S.81 to a point of intersection with the South line of Florence Addition to Wichita, Sedgwick County, Kansas extended; thence East on the South line of Florence Addition extended to the Southwest corner of said Florence Addition; thence East on said South line of said Florence Addition to the Southeast corner of said Florence Addition, said Southeast corner also being a Southwest corner of Southglen 3rd Addition, Wichita, Sedgwick County, Kansas; thence East on a South line of said Southglen 3rd Addition extended to a point of intersection with the East right-of-way of said Riverside Drainage Canal Easement; thence North on said East right-of-way of said Riverside Drainage Canal Easement to the Point of Beginning.

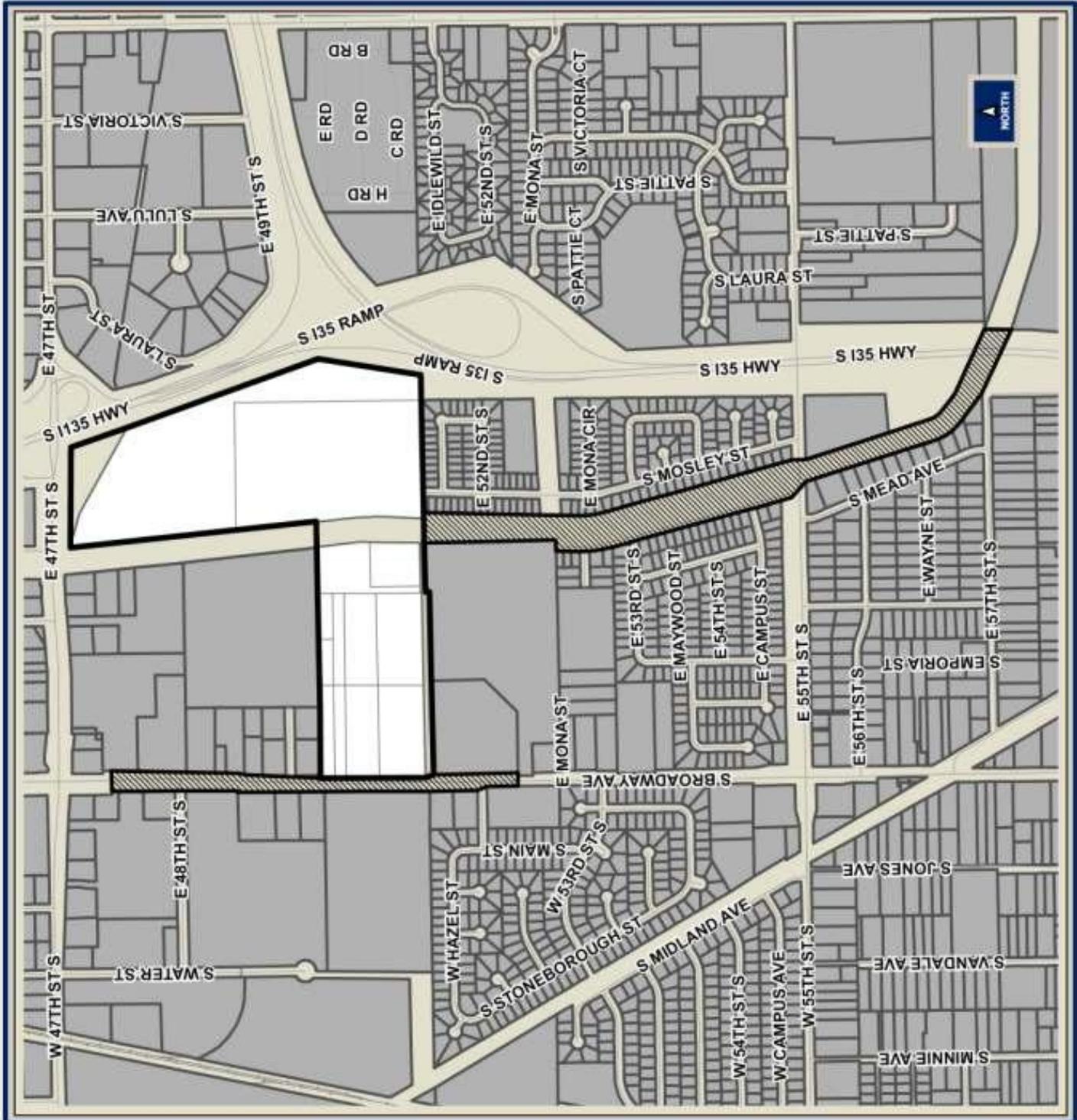
Revised Southfork Redevelopment District

City of Wichita, Kansas

-  Revised Southfork Redevelopment District
-  Property Removed
-  Property Parcels inside District
-  Property Parcels outside District

Software: ArcGIS 9.3.1
 Hardware: Dell Xeon
 Printer: HP 5000 Plotter
 Map Data Source:
 Property Parcels:
 provided by:
 Sedgewick County GIS
 Road Centerlines:
 provided by:
 City of Wichita

Revised February 5, 2012 10:55:29 PM
 A signed Project\GIS\Dev\Southfork\Southfork.mxd
 It is understood that while the City of Wichita Data Center
 Geographical Information Systems Department has no liability
 with respect to the use of the data, the user agrees to indemnify
 the City of Wichita from all claims, damages, and expenses
 incurred in the use of the data.



City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council

SUBJECT: Resolution Considering the Adoption of a Redevelopment Project Plan (Tax Increment Financing), Southfork Redevelopment District (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Adopt the Resolution.

Background: On April 17, 2012, the City Council adopted an ordinance establishing the Southfork Redevelopment District in the area near the intersection of 47th Street South and I-35 and an adjacent 22 acres at Broadway and Custy for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of a commercial development project in that area. The next step in establishing the legal authority to use tax increment financing is the adoption by the City Council of a redevelopment project plan, which provides more detailed information on the proposed project and how tax increment financing would be used, and demonstrates how the projected increase in property tax revenue will amortize the costs financed with tax increment financing.

Similar to the process for establishing the TIF district, adoption of the TIF project plan also requires a public hearing to be held by the City Council, following the giving of proper notice, prior to adopting an ordinance that approves the project plan. The City Council action needed to set the public hearing is adoption of the attached resolution.

Analysis: The Southfork developer has provided the details of the initial phase of a commercial development project in the Southfork Redevelopment District. The Southfork Phase “A” Project Plan has been prepared in consultation with the Wichita-Sedgwick County Metropolitan Planning Commission, which has made a finding that the proposed project is consistent with the Comprehensive Plan. The date of April 16, 2013, at the regular City Council meeting, is proposed for the public hearing on the Southfork Phase “A” Project Plan. A copy of the Project Plan is available for review in the City Clerk’s Office.

The Southfork Phase “A” Project Plan describes the nature of private developments planned for Phase “A” of the multi-phase, mixed-use commercial development, including interior tracts suitable for a multi-tenant retail center and hotel, and out-parcel pad sites suitable for restaurants, branch banks and highway-related commercial uses. The Project Plan also describes the public infrastructure improvements to be financed with special assessments paid by property owners, which would later be reimbursed on a pay-as-you-go basis with tax increment revenue, as available.

If adopted by the City Council, the attached resolution calling for the public hearing will be sent by certified mail to the owners and occupants of all property located within the Southfork Redevelopment District. The resolution includes a map that shows the amended boundaries of the redevelopment district. The resolution will also be published in the *Wichita Eagle* and copies will be provided to the Sedgwick County Board of County Commissioners and the USD #259 Board of Education.

After closing the public hearing, the City Council may adopt the Project Plan by ordinance, by two-thirds majority vote. Once the ordinance is adopted and transmitted to appropriate County officials, the City will be authorized to use tax increment financing to finance eligible project costs, as set forth in the Project Plan. However, any expenditure of public funds on any project costs will be governed by the terms of a development agreement to be approved by the City Council, and all other necessary proceedings governing the expenditure of public funds.

Financial Considerations: All costs of reproducing, mailing and publishing the resolution will be paid from the City's Economic Development Fund and will be ultimately reimbursed from the proceeds of tax increment financing.

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

Recommendation/Action: It is recommended that the City Council adopt the resolution setting a public hearing for April 16, 2013 to consider the adoption of the Phase "A" Project Plan for the Southfork Redevelopment District and authorize the necessary signatures.

Attachment(s): Resolution Considering the Adoption of a Redevelopment Plan (Tax Increment Financing), Southfork Redevelopment District

Resolution No. 13-044

A RESOLUTION STATING THE CITY OF WICHITA IS CONSIDERING THE ADOPTION OF A REDEVELOPMENT PROJECT PLAN FOR THE SOUTHFORK REDEVELOPMENT DISTRICT.

WHEREAS, by Ordinance No. 49-260 adopted April 17, 2012, and published April 20, 2012, the City of Wichita established a redevelopment district pursuant to K.S.A. 12-1770 et seq., as amended, known as the Southfork Redevelopment District; and

WHEREAS, the City, by Resolution No. 12-049 passed March 6, 2012, adopted a redevelopment district plan which identifies proposed redevelopment areas and proposed buildings and facilities to be constructed or improved; and

WHEREAS, the City of Wichita proposes to undertake a Redevelopment Project within the Southfork Redevelopment District, known as Southfork Phase A, consisting of development of 6-8 outparcels and related public infrastructure improvements as set out in the Redevelopment Project Plan; and

WHEREAS, the City has prepared a Redevelopment Project Plan for said Project in accordance with K.S.A. 12-1772 and is considering the adopting of the Plan; and

WHEREAS, a relocation assistance plan under K.S.A. 12-1777 is included in the Redevelopment Project Plan; and

WHEREAS, the Wichita Sedgwick County Metropolitan Area Planning Commission has reviewed the proposed Redevelopment Project Plan and determined that the Redevelopment Project Plan is consistent with the intent of the comprehensive general plan for the development of the City;

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

1. The City of Wichita is considering the adoption of a Redevelopment Project Plan for the Southfork Redevelopment District.
2. The City of Wichita will hold a public hearing to consider the adoption of the Redevelopment Project Plan on the 16th day of April, 2013, at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas.
3. The Redevelopment Project will be located within the Southfork Redevelopment District, the boundaries of which are set forth in **Exhibit "A"** attached hereto. The boundaries of the area proposed to be included in the Redevelopment Project area are also set forth in **Exhibit**

“A” attached hereto and incorporated herein by reference. A legal description of the proposed Southfork Phase A Project Area is set forth in **Exhibit “B”** attached hereto and incorporated herein by reference.

4. The Southfork Phase A Project Plan and a map of the area to be redeveloped are available for inspection during the regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas. The Redevelopment Project Plan includes the feasibility study, comprehensive plan, maps and boundary descriptions, descriptions of the public improvement projects, and other information pertinent to the project.

5. The governing body will consider making findings and taking action necessary for the adoption of the Redevelopment Project Plan at the public hearing set to be heard herein.

6. A copy of this Resolution shall be delivered to the Sedgwick County Board of County Commissioners and to the Board of Education of Unified School District No. 259. Copies of this Resolution shall also be mailed by certified mail to each owner and occupant of land within the proposed redevelopment project area not more than ten (10) days following the date of adoption of this Resolution.

7. This Resolution shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing. Such publication shall include Exhibit “A” which is a sketch clearly delineating the area in sufficient detail to advise the reader of the particular land proposed to be included within the project area.

ADOPTED this 5th day of March, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

Revised Southfork Phase A Project Area Map

City of Wichita, Kansas

Revised Southfork Redevelopment District



Phase A Project Area



Property Parcels inside District



Property Parcels outside District



Software: ArcGIS 9.3.1
Hardware: Dell Xeon
Printer: HP 5020 Plotter

Map Data Source:
Property Parcels provided by Sedgewick County GIS

Road Centerlines provided by City of Wichita

Thursday, February 28, 2013 3:02:29 PM
Southfork Redevelopment District
Southfork Redevelopment Project Area

This information was obtained from the City of Wichita Data Center. The City of Wichita Data Center is not responsible for any errors or omissions in this information and is not liable to anyone for any loss or damage resulting from its use. For more information, please contact the City of Wichita Data Center at 781-222-2222.

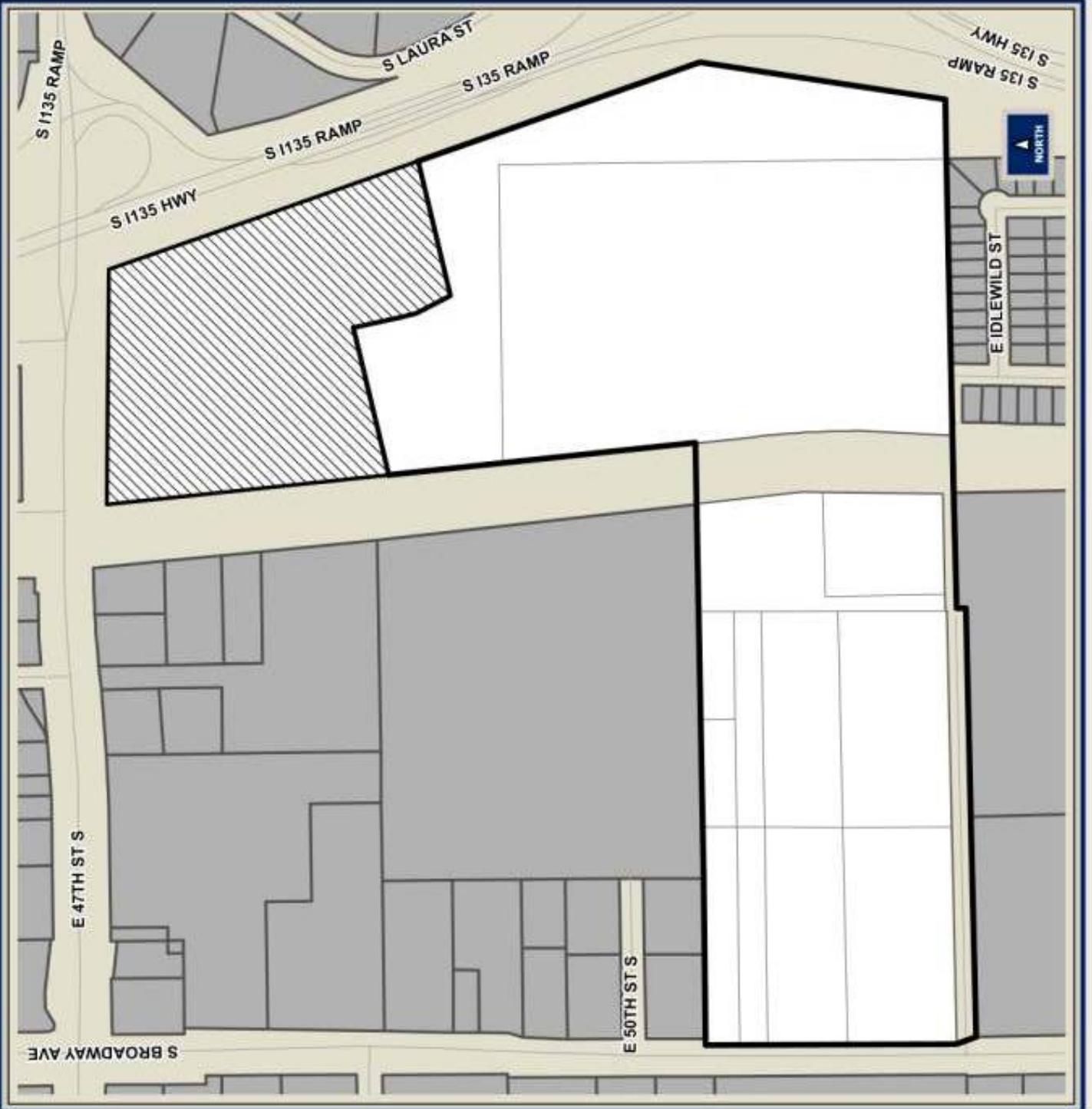


EXHIBIT "B"

SOUTHFORK TIF
PHASE A LEGAL DESCRIPTION

A tract of land being located in Sections 21 and 28, Township 28 South, Range 1 East, of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 21; thence S89°31'13"E, on an assumed bearing for a distance of 1626.43 feet to the point of intersection with the East line of the Riverside Drainage District Easement as recorded in Deed Book 432 at Page 162; thence S6°12'07"E along the East line of said Riverside Drainage District Easement for a distance of 156.28 feet to the Point of Beginning, said point being 155.50 feet South of the North line of the NW 1/4; thence N89°31'13"E parallel with the North line of said NW 1/4 for a distance of 653.73 feet to a point; thence S19°28'47"E for a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way as described in the deed, Book 1351, Page 253; thence S6°26'53"E for a distance of 129.68 feet; thence S19°28'47"E, for a distance of 500 feet; thence S70°31'13"W for a distance of 426.87 feet; thence N13°04'28"W for a distance of 391.92 feet; thence S76°55'32"W for a distance of 395.92 feet to the east right of way line of the Riverside Drainage District Easement; thence north along said east right of way line of the Riverside Drainage District Easement to the point of beginning.

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council
SUBJECT: Swimming Pool Improvements (District I, II, IV, V, VI)
INITIATED BY: Department of Park and Recreation
AGENDA: New Business

Recommendation: Approve the bonding resolution and authorize project.

Background: The Park and Recreation Department maintains and operates nine (9) municipal pools within the City's park system. As part of the Americans with Disabilities Act (ADA) that was revised in 2010, a transition plan was written to update some of the City's pools for compliance with new accessibility standards for public swimming pools. The pool decking and other amenities are in various stages of disrepair and in need of improvements.

Analysis: The 2013 Park Capital Improvement Program (CIP) includes funding for swimming pool improvements and refurbishments. Improvements and refurbishments will protect the City's investment thus extending the pools operation service period and enhance their use by fee-paying users, neighborhood groups and citizens. Pools provide swimming lessons, competitive swim programs, aquatics classes, open swim and special events. Staff recommends funding the following pool improvements:

- Harvest- Install ADA compliant lifts for pool entry and update bathhouse for ADA compliant bathroom stalls and dressing areas (this cost is being shared by the Department of Public Works by 50 percent from the ADA facility funding), caulk, repair and paint pool basin.
- College Hill- Install ADA compliant lifts for pool entry and update bathhouse for ADA compliant bathroom stalls and dressing areas (this cost is being shared by the Department of Public Works by 50 percent from the ADA facility funding), caulk, repair and paint pool basin.

Financial Considerations: The 2013 Park CIP includes \$80,000 for swimming pool refurbishments. The source of funding is General Obligation bonds.

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

Recommendation/Action: It is recommended that the City Council 1) approve the bonding resolution, 2) authorize the initiation of the projects, and 3) authorize all necessary signatures.

Attachment: Bonding resolution.

RESOLUTION NO. 13-045

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE IMPROVEMENTS AND REFURBISHMENTS AT VARIOUS MUNICIPAL SWIMMING POOLS.

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

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

Labor, material and equipment for improvements and refurbishments to install ADA compliant lifts for pool entry and update bathhouse for ADA compliant bathroom stalls and dressing areas and caulk, repair and paint pool basin at Harvest and College Hill Pool.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$80,000 exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 19th day of March, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council

SUBJECT: ZON2012-00033 – City request for a zone change from B Multi-family Residential to GC General Commercial, generally located north of 11th Street North and west of Cleveland (1211 N. Cleveland). (District I)

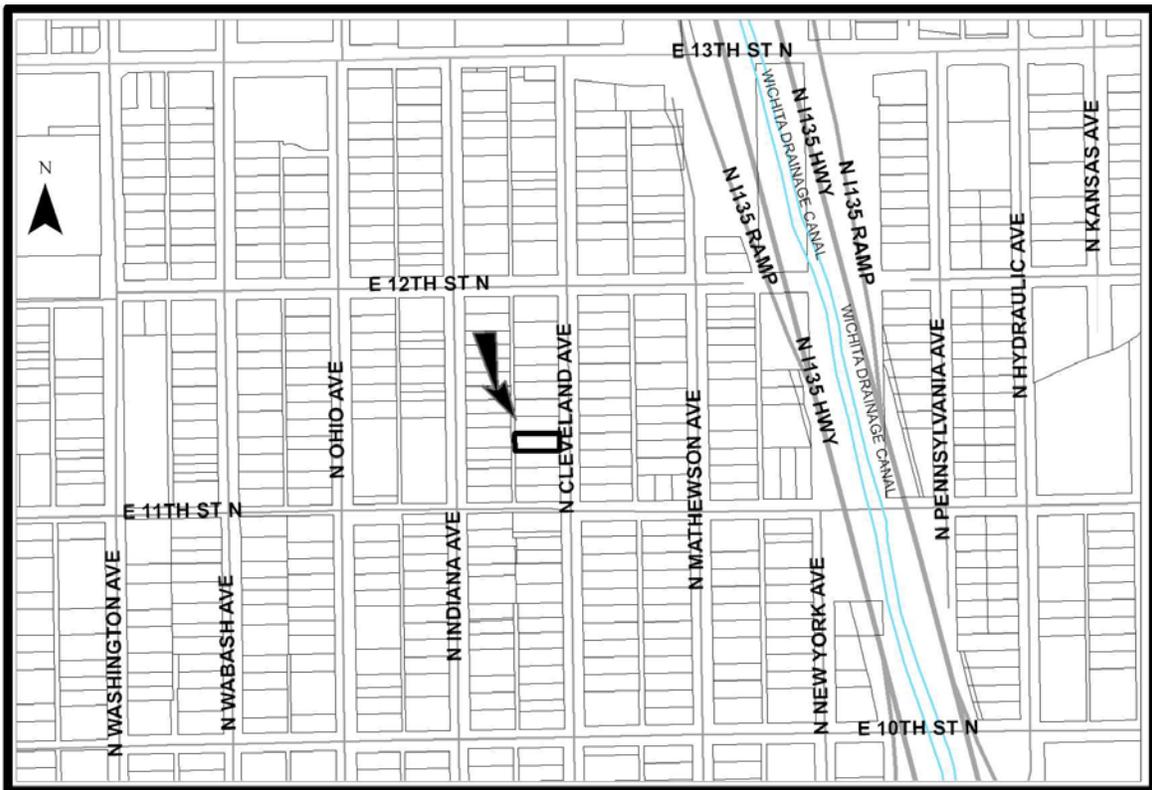
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (non-consent)

MAPC Recommendation: The MAPC recommended approval (10-0).

DAB Recommendation: District Advisory Board I recommended denial.

MAPD Staff Recommendation: MAPD staff recommended approval.



Background: The applicants request a zone change from the existing B Multi-family ("B") to GC General Commercial ("GC") zoning on a 0.15-acre platted property. The site is currently vacant; the applicants also own the GC zoned, vacant remainder of this block to the south. The applicants are requesting this zone change to have uniform GC zoning on their entire property. The applicants did not have a proposed use when they first filed for the zone change; they now inform staff that a plumbing contractor proposes using the site.

The subject property is within the environs of two historic registered properties, requiring Historic Preservation Board design review of any future building plans. Property north of the site is zoned B and is developed with the Arkansas Valley Lodge Number 21. Most property further north, and to the east and west of this site is zoned SF-5 Single-family Residential ("SF-5") and developed with single-family residences. The one exception is a B zoned property east of the site, across Cleveland, which is developed with a single-family residence. Vacant property south of the site is owned by the applicant and is zoned GC.

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held on January 10, 2013, the MAPC voted (10-0) to approve the request based on staff comments. The applicant spoke at the MAPC, stating that a plumbing contractor may use the site.

At the District Advisory Board (DAB) I meeting on January 7, 2013, DAB I recommended denial. The applicant did not attend the DAB hearing. DAB I was not supportive of the zone change without a proposed use. No protests were filed on this zone change request.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions:

- 1) Adopt the findings of the MAPC, approve the zone change request and authorize the mayor to sign the ordinance and place the ordinance on the first reading (simple majority vote required), or;
- 2) make alternate findings and deny the request (a 2/3 majority vote is required to override the MAPC recommendation on the first hearing), or;
- 3) return the request to the MAPC for reconsideration (simple majority vote required).

Attachments: Ordinance, DAB Memo and MAPC minutes.

(150004) Published in The Wichita Eagle on March 22, 2013

ORDINANCE NO. 49-476

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. ZON2012-00033

A zone change from B Multi-family Residential ("B") to GC General Commercial ("GC"), on property described as:

Lots 81 and 83, on Cleveland, H.O. Burleigh's 3rd Addition to Wichita, Sedgwick County, Kansas.

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

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

ADOPTED this 19th day of March, 2013.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

(150004) Published in The Wichita Eagle on _____

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

ADOPTED this ____ day of _____, 2013.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: LaShonda Garnes, Neighborhood Assistant, District 1

SUBJECT: ZON2012-00033

DATE: January 30, 2013

On Monday, January 7th the District Advisory Board (DAB) for Council District 1 considered the request for a zoning change from a “B Multi-family to a “GC” General Commercial generally located on the north of 11th Street North and west of Cleveland Avenue (1211 N. Cleveland Ave.)

The Board members and citizens present had concerns with what the intended use for the land would be. Neither agent nor applicant was present to answer questions.

DAB members voted 7-0 to recommend denial of this request.

Please review this information when this request is considered.

EXCERPT MINUTES OF THE JANUARY 10, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2012-33 - Larry and Mona Breshears (owners) request a City zone change request from B Multi-family Residential ("B") to GC General Commercial ("GC") on property described as:

Lots 81 and 83, on Cleveland Avenue, H.O. Burleigh's Third to the City of Wichita, Kansas, Sedgwick County, Kansas.

BACKGROUND: The applicants request a zone change from the existing B Multi-family ("B") to GC General Commercial ("GC") zoning on a 0.15-acre platted property. The site is currently vacant; the applicants also own the GC zoned, vacant remainder of this block to the south. The applicants are requesting this zone change to have uniform GC zoning on their entire property.

The subject property is within the environs of two historic registered properties, requiring Historic Preservation Board design review of any future building plans. Property north of the site is zoned B and is developed with the Arkansas Valley Lodge Number 21. Most property further north, and to the east and west of this site is zoned SF-5 Single-family Residential ("SF-5") and developed with single-family residences. The one exception is a B zoned property east of the site, across Cleveland, which is developed with a single-family residence. Vacant property south of the site is owned by the applicant and is zoned GC.

CASE HISTORY: The property was platted as Lots 81 and 83, Cleveland Ave. Burleigh's 3rd Addition to Wichita in 1887. This site is within the McAdams Neighborhood Plan which implemented a neighborhood-wide rezoning in 2004 (DR2004-04). The McAdams Neighborhood rezoning downzoned much of the surrounding residential property from B to SF-5. The application area was not rezoned as a part of the neighborhood-wide re-zoning.

ADJACENT ZONING AND LAND USE:

NORTH:	B, SF-5	Fraternal organization, single-family residences
SOUTH:	GC	Vacant
EAST:	SF-5, B	Single-family residences
WEST:	SF-5	Single-family residences

PUBLIC SERVICES: The subject property has frontage along North Cleveland Avenue, a paved, two-lane, local street with a 60-foot right-of-way. The site has a platted, un-improved 10-foot rear alley. Public water and sewer service are available to the subject property.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential" use reflecting the current zoning; this site is immediately north of an area designated for "Local Commercial" use. This site is within the McAdams Neighborhood Plan which identifies the Cleveland and 11th Street intersection as appropriate for convenience retail and personal services development.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The subject property is within the environs of two historic registered properties, requiring Historic Preservation Board design review of any future building plans. Property north of the site is zoned B and is developed with the Arkansas Valley Lodge Number 21. Most property further north, and to the east and west of this site is zoned SF-5 and developed with single-family residences. The one exception is a B zoned property east of the site, across Cleveland which is developed with a single-family residence. Vacant property south of the site is owned by the applicant and is zoned GC.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site could be developed with single or multi-family residences under the current zoning.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request would allow commercial uses on the application area, as commercial uses are already permitted on the applicant's GC-zoned property to the south. The requested zone change would have no impact on the fraternal organization to the north. The requested zone change would have a minimal impact on the surrounding residential neighborhood, as the majority of the applicant's property at the northwest corner of Cleveland and 11th Street North is already zoned GC.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential" use reflecting the current zoning; this site is immediately north of an area designated for "Local Commercial" use. This site is within the McAdams Neighborhood Plan which identifies the Cleveland and 11th Street intersection as appropriate for convenience retail and personal services development.
5. **Impact of the proposed development on community facilities:** The proposed zone change should have no significant impact on streets and utility services.

JESS MCNEELY, Planning Staff presented the Staff Report.

MCNEELY said DAB I recommended denial of the request because they wanted a proposed use; however, the applicant was not at the DAB meeting to discuss the proposed uses.

ALDRICH asked if the request for a proposed use changes staff's recommendation.

MCNEELY said staff still recommends approval. He said the McAdams Plan recommends that this corner be local commercial. He said GC zoning would accommodate local commercial as well as something that is more regional and intensive. He said being that the entire lot is paved and the rest of the owners property is zoned GC, staff recommends approval.

LARRY BRESHEARS, 3102 S. MT. CARMEL, APPLICANT said he owns 8 lots and since this is paved, he wants to use it for parking. He said the interested party has a plumbing business in Winfield but wants to relocate to Wichita. He said they will install fencing and shrubbery to make the area more visually appealing.

ALDRICH asked the applicant if he supported staff recommendations.

BRESHEARS said yes he agreed with staff recommendations and apologized for not being present at the DAB meeting. He said he has e-mailed Lavonta Williams stating how he intends to use the property.

MCKAY asked why DAB I denied the request.

MCNEELY said it was reported that DAB I denied the request because they wanted to know how the applicant was going to use the area before they recommended approval.

MOTION: To approve subject to staff recommendation.

ALDRICH moved, **MITCHELL** seconded the motion, and it carried (10-0).

City of Wichita
City Council Meeting
March 5, 2013

TO: Wichita Airport Authority

SUBJECT: Air Service Consulting Services
Seabury Airline Planning Group, LLC

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the contract.

Background: Air service consulting services are an essential and prudent best management practice to assist the Wichita Airport Authority (WAA) with the development and improvement of the airline service at Wichita Mid-Continent Airport. Air service consultants with experience in the airline industry, expertise in air service analysis and planning, accurate data and analysis, and professional relationships with airline representatives are keys to developing air service. Airline consolidation and mergers have greatly impacted air service throughout the U.S., and airlines have reduced capacity to allow them greater pricing power and to increase profits. Airlines are being extremely cautious with expansion plans in order to minimize financial risk. In order for a community to successfully attract new airline services, all decisions made by carriers are data driven and use detailed analytics. Periodic analysis of the source of Wichita's airline passengers throughout its catchment area, as well as leakage data to other regional airports, is essential to monitoring the Airport's success in attracting and retaining passengers. Wichita has good growth potential with the arrival of Southwest Airlines in June, and the new United nonstop to Los Angeles in May. Additional opportunities could arise for Wichita with the likely merger of American Airlines and US Airways, and consulting services will be needed to develop the data and strategies to capitalize on those prospects. The WAA's five-year contract with its former air service consultant (Sabre Airline Solutions) recently expired, and Sabre no longer provides this type of service to airports.

Analysis: On November 19, 2012, the WAA advertised a Request for Proposals for Airport/Air Service Consulting Services. On January 8, 2013, a Special Staff Screening and Selection Committee (which included the Chairman of the Airport Advisory Board and a representative of the local travel industry) reviewed the five proposals that were submitted and voted to interview two firms: the Boyd Group and Seabury Airline Planning Group, LLC (Seabury APG). The committee reconvened on February 8, 2013, for interviews with the finalists, and unanimously selected Seabury APG to provide the services. Seabury APG was chosen due to its strong qualifications in air service analysis, planning, vast airline experience, accurate and credible data which is used by most major carriers, and excellent relationships with airlines.

Financial Considerations: The contract specifies a three-year term with two additional one-year renewal options. The cost of the services is not-to-exceed \$100,000 per year. Funds for this purpose are identified in the current Airport operating budget.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract with Seabury APG and authorize the necessary signatures.

Attachments: Contract.

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY

and

SEABURY AIRLINE PLANNING GROUP, LLC.

THIS CONTRACT, made this _____ day of _____, 2013 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, (“AIRPORT”), and SEABURY AIRLINE PLANNING GROUP, LLC., (“CONSULTANT”).

WITNESSETH: That,

WHEREAS the AIRPORT is engaged in the operation of Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish airport/air service consulting services (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS this Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas, and

WHEREAS, the AIRPORT is authorized to employ a consultant to provide professional consulting services.

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

ARTICLE I - SCOPE OF SERVICES

- A. The Scope of Services to be performed by the CONSULTANT, are outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, and materials to perform the tasks as outlined in Article I, Scope of Services.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications. The person to be designated as project manager shall be indicated in the submitted Proposal. CONSULTANT shall not change the project manager without approval of the AIRPORT. Any replacement for the CONSULTANT's project manager shall be at least as qualified for the work as the person being replaced.
- B. To provide AIRPORT with the deliverables requested in accordance with the agreed upon timeframe.
- C. To be responsible for the professional and technical accuracy of all studies and deliverables furnished under this Agreement.
- D. To save and hold AIRPORT harmless against all suits, claims, damages, fines and losses for injuries to third parties or their property or to the AIRPORT and its property and for any other legal or regulatory liability arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.

- E. To maintain all books, documents, papers, presentations, studies, accounting records, and to make such materials available at the CONSULTANT'S office at reasonable times during the contract period and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the AIRPORT or authorized representatives.
- F. To complete and deliver each task to the AIRPORT within the times agreed upon for the individual tasks; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the AIRPORT or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.
- G. It further agrees, covenants and represents the Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.
- H. To not, on the grounds of race, color, sex, national origin, age, handicap, disability, ancestry, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discrimination prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The AIRPORT reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.
- I. It will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities

covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the AIRPORT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, if required by 14 CFR Part 152, Subpart E, to the same effect.

- J. The CONSULTANT agrees the AIRPORT shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the Contract to be awarded herein between the two parties shall be null and void.
- K. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for work performed, equipment or materials used and services rendered in connection with such authorized work.

ARTICLE III - INSURANCE

- A. CONSULTANT agrees to procure and maintain such professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts and/or omissions of the CONSULTANT, its agents, officers, employees and subconsultants in an amount not less than \$500,000 per claim, and further agrees to maintain coverage for three years after date of final payment under the Agreement, subject to deductible of the greater of \$10,000 or such amount that the CONSULTANT can demonstrate to AIRPORT'S satisfaction is financially prudent. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by AIRPORT.

- B. CONSULTANT agrees to procure and maintain a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than \$1,000,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law.
- C. CONSULTANT agrees to procure and maintain a commercial general liability policy for the duration of the Agreement that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the AIRPORT or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subconsultants in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Certificates of Insurance satisfactory to the AIRPORT shall be filed with the AIRPORT prior to the time CONSULTANT starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides the AIRPORT with the same notice required by the policy to be given the policy holder.

ARTICLE IV - OWNERSHIP

- A. All information provided by the AIRPORT and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT or subconsultants without the prior written

consent of AIRPORT, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:

1. Within the public domain at the time of its disclosure.
2. Required to be disclosed by a court of competent jurisdiction, Government order, or applicable statute.
3. Approved by the AIRPORT for publicity.
4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

B. All data used in compiling the CONSULTANT's work, studies, research, reports and other items of like kind prepared by the CONSULTANT, its employees and consultants, shall be the sole and exclusive property of AIRPORT, and AIRPORT shall own all intellectual property rights thereto. The CONSULTANT may retain reproducible copies, hard copies and/or electronic files, of all of the foregoing documents for information and reference. The originals of all of the foregoing documents shall be delivered to AIRPORT promptly upon completion thereof.

C. The AIRPORT has all right, title and interest in and to all reports and other consulting deliverables provided to AIRPORT hereunder. CONSULTANT shall retain all right, title and interest in and to any process, techniques, methods, data, data sources, trade secrets or any other intellectual property rights contained within such deliverables.

ARTICLE V – COMPENSATION/PAYMENT PROVISIONS

A. For each assignment, AIRPORT shall pay CONSULTANT on an hourly rate and expenses basis using the established rates and expenses. It is anticipated the maximum amount per year of the Agreement shall not exceed \$100,000.

However, the AIRPORT does not commit to spending the maximum annual expenditure of \$100,000. Hourly rates and expenses are as shown in Exhibit C. The rates and expenses shall not increase during the initial three-year term of this AGREEMENT. Rates and expenses after the initial three-year term are subject to negotiation.

- B. During the course of the Agreement any scope changes anticipated by the CONSULTANT shall immediately, and in writing, be brought to the attention of the AIRPORT along with an estimate of actual costs and impact to the task's schedule. The CONSULTANT shall give the AIRPORT the opportunity to mitigate any and/or all impacts of the proposed scope of services changes. For potential scope of services changes initiated by the AIRPORT, the AIRPORT shall provide to the CONSULTANT, in writing, the known details of the proposed scope of services change and the CONSULTANT shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid without the written consent of AIRPORT.
- C. AIRPORT agrees to reimburse CONSULTANT for all AIRPORT approved expenses, including travel expenses, incurred by CONSULTANT and agreed upon by AIRPORT in connection with the performance of this Agreement. All invoices must have accompanying receipts at the time invoices are submitted for payment. Travel expenses shall mean actual, reasonable expenses incurred for food, lodging, local transportation, economy class air transportation and incidental expenses incurred by CONSULTANT. CONSULTANT will make every effort to keep expenses at a minimum. Alcohol is not a reimbursable expense. No markup of expenses is allowed.
- D. CONSULTANT will submit billings to the AIRPORT for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the

AIRPORT. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the AIRPORT.

- E. AIRPORT and CONSULTANT will agree on tasks to be performed and may request the CONSULTANT provide a specific estimate of schedule and cost. Once AIRPORT and CONSULTANT agree on the schedule and cost for performing such specific tasks, AIRPORT shall authorize the CONSULTANT to perform the work.
- F. AIRPORT understands that there may be ongoing assignments and AIRPORT shall pay CONSULTANT the agreed hourly rate and expenses for such work with the AIRPORT'S consent. Commencement of any such assignment requires prior AIRPORT written consent. Documentation showing number of hours and work conducted must be provided to support these charges. AIRPORT has the right to terminate the continuation of any such assignment and will not pay for effort billed beyond termination date of said task.
- G. Final payment for a task shall not occur until all work is complete and approved by the AIRPORT.

ARTICLE VI - TERM

- A. This Agreement will commence as of the effective date and will continue for a term of three years, and may be renewed at the option of the AIRPORT for two additional one-year terms under the same provisions, upon acceptance by CONSULTANT.

ARTICLE VII - CONSULTANT/SUBCONSULTANT RELATIONSHIP

- A. The CONSULTANT shall not contract with subconsultants to perform any portion of the work provided for in this Agreement without the prior written consent of AIRPORT. It is solely the CONSULTANT's responsibility to ensure that any of the CONSULTANT's permitted subconsultants perform in compliance with the terms of this Agreement.

ARTICLE VIII – THE CONSULTANT HEREBY CERTIFIES THAT:

- A. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONSULTANT) to solicit or secure this Agreement.
- B. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. By acceptance of this Agreement, CONSULTANT warrants that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. CONSULTANT further agrees by submitting this Agreement that it will include this clause without modification in any Agreement with an approved subconsultant.

ARTICLE IX - THE AIRPORT AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the AIRPORT. All data shall be considered confidential unless otherwise noted.
- B. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- C. AIRPORT may from time to time request modifications to the scope of work outlined in each task and will specify in detail the desired modification(s). If the requested changes can be implemented without additional time or resources and without affecting CONSULTANT's ability to maintain the estimated task schedule, CONSULTANT will implement the change at no additional cost to AIRPORT. Otherwise, CONSULTANT will provide AIRPORT with a change document that includes (i) price change, (ii) estimated impact on project schedule, and (iii) revised description of the deliverables, including additional terms, conditions, or duties of AIRPORT.
- D. To indemnify and hold the CONSULTANT harmless against AIRPORT'S negligent acts and errors.

ARTICLE X - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

- 1. That the right is reserved to the AIRPORT to terminate this Agreement or any portion or phase of this Agreement at any time, upon written notice, PROVIDED, however, that in such case the CONSULTANT shall be paid the

reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement. Upon receipt of such notice, CONSULTANT shall immediately discontinue services (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the AIRPORT and become the property of the AIRPORT.

2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the AIRPORT may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate Agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the AIRPORT for those costs associated with the remedy of the breach of terms.
- B. The rights and remedies of the AIRPORT provided herein are in addition to any other rights and remedies provided by law or under this Agreement.
- C. That the deliverables shall become the property of the AIRPORT upon delivery or termination of the Services in accordance with this Agreement. There shall be no restriction or limitation on their further use by the AIRPORT. CONSULTANT's logo and name shall not be reproduced on such documents if reused by the AIRPORT, unless CONSULTANT agrees.
- D. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

- E. Neither the AIRPORT'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

- F. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create for the public or any member thereof the status of a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

IN WITNESS WHEREOF, the AIRPORT and the CONSULTANT have executed this Agreement as of the date first written herein.

WICHITA AIRPORT AUTHORITY
"AIRPORT"

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"AIRPORT"

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____
Director of Law

Date: _____

SEABURY AIRLINE PLANNING GROUP, LLC.
"CONSULTANT"

By: _____

Address: _____

Title: _____

Attachments:

Exhibit A - Scope of Services

Exhibit B - Revised Non-discrimination and Equal Employment Opportunity/Affirmative Action Program

Exhibit C - Hourly Rates and Expenses

EXHIBIT "A"

SCOPE OF SERVICES

The CONSULTANT may be expected to perform a variety of consulting services including, but not limited to:

- 1) Development of a comprehensive passenger development strategy for Wichita Mid-Continent Airport. The strategy will outline programs to enhance ICT's position for improved air service and competitive fares with its existing carriers and potential new airlines.

- 2) Provide ongoing analysis of air service feasibility and route analyses (traffic and financial performance forecasts). The main focus of the project is ongoing analysis of air service feasibility and identification of new air service development opportunities. The CONSULTANT will identify, with supporting rationale, the most promising and desirable routes for future development.

- 3) Market Definition and Analysis. The CONSULTANT will be asked to define and analyze the ICT catchment area in multiple ways, including a through demographic review of the area. The study will include, but is not limited to:
 - a) Identification of ICT catchment area
 - b) Demographics of market users
 - c) Leakage to competing airports and destination that leakage is flying to
 - d) Passenger potential by market
 - e) Airfares at ICT compared to competing airports
 - f) Comparison of air service at ICT to competing airports
 - g) Underserved markets
 - h) Top destinations
 - i) Seat capacity analysis
 - j) Domestic and international traffic demand

- 4) Develop increased military travel out of ICT. The CONSULTANT will assist the AIRPORT in its efforts to increase the city pairs that are offered for bid by the military installations in the ICT catchment.
- 5) Make recommendations to ICT's air service incentive program. CONSULTANT will examine ICT's current air service incentive program to ensure its competitiveness with other airports and suggest enhancements to the program, keeping in compliance with FAA policies.
- 6) Creative approaches to developing community-based airline partnership programs. The CONSULTANT will provide recommendations and assistance in the development of a public/private or private partnership with the goal of providing air service incentives and support for new air service. CONSULTANT may be required to attend meetings with business leaders and government officials in the development of this partnership. The CONSULTANT will provide the AIRPORT with specific examples of where and how different forms of community support have been used successfully.
- 7) Prepare reports and marketing presentations. The CONSULTANT will prepare reports, marketing presentations and documents as directed by AIRPORT. The CONSULTANT will prepare specific route proposal presentations. These will include all relevant materials that are believed to most convincingly promote development of proposed routes—e.g., all important materials regarding the strengths of the South Central Kansas market, passenger and financial forecast for proposed routes, and any other pertinent information or rationale supportive of developing the proposed air service. Where desirable or necessary, the CONSULTANT will coordinate arrangement of meetings with officials of airlines, or meetings with community groups or government agencies which may have an interest in (or regulatory authority over) route development proposals. The

CONSULTANT will provide assistance in implementing other marketing program initiatives as directed by AIRPORT.

- 8) Other air service/airport consulting services are required. CONSULTANT will provide such other air service/airport consulting services, which are normally anticipated in air service marketing and development programs, or may be required to take full advantage of opportunities as they arise. As requested and directed by AIRPORT, the CONSULTANT will prepare reports, presentations or other documents on research findings or other materials developed during the course of the project. The CONSULTANT may attend meetings and prepare and/or participate in presentations related to the project as directed by AIRPORT.

- 9) Small Community Air Service Development Grant Application (SCASD). Consultant will assist with the preparation of the SCASD grant application or any other grants that may become available.

EXHIBIT B

Revised 8-23-10

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

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

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

- B. Requirements of the State of Kansas:
 - 1. The consultant 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 consultant shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the consultant fails to comply with the manner in which the consultant reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the consultant 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 consultant 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 consultant 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 consultant 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 subconsultant or vendor.

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

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

Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, consultant or subconsultant will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, consultant or subconsultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, consultant or subconsultant shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, consultant or subconsultant will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, consultant, or subconsultant fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, consultant or subconsultant shall be deemed to have breached the present contract, purchase order or Agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, consultant or subconsultant 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 subconsultant, subvendor or subsupplier.

5. If the consultant fails to comply with the manner in which the consultant reports to the Department of Finance as stated above, the consultant 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 consultants, subconsultants, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, consultants or subconsultants 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 consultant, subconsultant, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT C
HOURLY RATES AND EXPENSES

Staff Category	Hourly Rate
Senior Vice President	\$260.00
Vice President	\$230.00
Senior Consultant	\$200.00
Senior Analyst	\$185.00
Analyst	\$150.00
Administrative	\$50.00

Additional expenses, such as travel and lodging, will be billed at cost.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 5, 2013**

- a. 2013 Sanitary Sewer Reconstruction Phase 2 (south of Kellogg, east of Broadway) (468-84867/620633/663008) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$150,000.00
- b. 29th Street North from the east line of Greenwich to a point 295' east of the northeast corner of Lot 7, Block 1, Greenwich Business Center Addition to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) (472-84983/766283/490300) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$266,000.00
- c. 29th Street North from 200' east of the northwest corner of Stoney Pointe Addition to the east a distance of 515' to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) (472-84980/766284/490301) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$131,000.00
- d. Lateral 12, Main 14, Four Mile Creek Sewer to serve Lakeside Acres 1st Addition (west of 127th St East, south of 21st St North) (468-84865/744343/480035) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$83,000.00
- e. Yosemite from the southwest line of Lot 4, Block B, south to the southwest line of Lot 8, Block B, south to the southwest line of Lot 8, Block B, and on Westgate from the southeast line of Yosemite, southeast to the north line of Lot 29, Block C and that sidewalk be constructed on Yosemite and Westgate to serve Southern Ridge 4th Addition (south of Pawnee, west of Maize) (472-84343/766187/490205) does not affect existing traffic. (District V) - \$155,000.00

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Diva Dash 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, the event promoter Dina Myers, KC Running Club is coordinating the Diva Dash 5K run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Diva Dash 5K March 9, 2013 8:00 am – 10:00 am

- North Webb Road, East 13th Street to Waterfront parkway, north bound curbside lane only
- Waterfront Parkway, East 13th Street North to walking path

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 Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council
SUBJECT: Community Events – St. Pats Run (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 Clark Ensz, Clark Ensz, Inc. is coordinating the St. Pats Run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

St. Pats Run Saturday, March 17, 2013 9:30 am – 10:30 am

- Waterfront Parkway, East 13th Street to Webb Road

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 of 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 Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Get Your Rear in Gear (District VI)
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 JJ Sorochty, Colon Cancer Coalition Foundation is coordinating the Get Your Rear in Gear run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Get Your Rear in Gear May 26, 2013 7:00 pm – 10:00 pm

- First Street, Emporia Street to Mosley Street
- Rock Island Street, First Street to Second Street
- Second Street, Rock Island Street to Mead Street
- Second Street, Mead Street to Emporia Street
- Emporia Street, Central Avenue to Douglas Avenue
- Douglas Avenue, Emporia Street to St. Francis Street - west bound curb side lane only
- St. Francis Street, Douglas Avenue to Second 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 Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council
SUBJECT: Community Events – 10th Annual Link 4 Life Run/Walk (District VI)
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 Bev Baalman Sedgwick County Suicide Prevention Director is coordinating the 10th Annual Link 4 Life Run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

10th Annual Link 4 Life Run April 13, 2013 6:00 am – 12:00 pm

- Museum Boulevard, east entrance of Old Cowtown Museum to entrance of Sim Park.

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 Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 2 for Improvements to 135th Street West from Kellogg to Onewood (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve Supplemental Design Agreement No. 2.

Background: On August 24, 2010, the City entered into an agreement with Professional Engineering Consultants (PEC) for design of paving and drainage improvements to 135th Street West from Kellogg to Onewood in the amount of \$149,432. Supplemental Agreement No. 1, in the amount of \$55,000, was approved by the City Council on November 23, 2010, and provided design of 16-inch and 30-inch water mains.

Analysis: Additional design work is required to address a number of issues which were discovered during the initial design phase, including the design work with Supplemental Agreement No. 1. A 30-inch water main was placed under the new pavement in the original design. This proposed main will service a separate area, further west of the project limits. It will be realigned under a landscaped area outside of the new street improvements. Installation can be completed with a future project without having to remove and replace the new pavement, thereby saving both cost and construction time. Upon review of the permits for the project area, the Kansas Department of Wildlife, Parks and Tourism requires a redesign of the channel drainage system to allow adequate space for passage by fish and other animals. The design size of the drainage structure will be increased to meet this requirement. The thickness of the 10-foot multi-use path will be increased in order to preserve the concrete from damage by utility vehicles driving the path. Traffic flow during construction will change from southbound only to northbound only to allow better access to the businesses at Maple and 135th Street. Lastly, a lateral field on private property will be surveyed and sealed drawings produced for use in right-of-way negotiations. Supplemental Design Agreement No. 2 has been prepared to authorize the additional design work.

Design needs may require the acquisition and/or granting of easements, the signing of utility relocation and railroad agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

Financial Considerations: The cost of the additional design work is \$20,800. The approved total for design, including Supplemental Agreement No. 1, is \$204,432. The addition of this supplemental agreement brings the design contract total to \$225,232. Funding is available within the existing approved budget.

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

Recommendation/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures. Design needs may require the acquisition and/or granting of easements, the signing of utility relocation and railroad agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

Attachments: Supplemental Design Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2012

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 24, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the 135th STREET WEST, KELLOGG TO AUBURN HILLS ADDITION IMPROVEMENTS (Project No. 472 84915).

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvement that the CITY intends to construct and thereafter called the “PROJECT” as slated on page 1 of the above referenced agreement is hereby amended to include the following:

Additional Scope of Services
(see Exhibit “A”)

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlines in this supplemental agreement will increase the total contract to \$225,232.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this ____ day of _____, 2013.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ATTEST

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council Members

SUBJECT: Supplemental Design Agreement No. 1 for Redbud Multi-Use Path (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1.

Background: On December 11, 2012, the City Council approved a design concept by Baughman Company which provided for a multi-use path from Hydraulic, near Murdock, to the intersection of 17th and Oliver, along an abandoned railroad corridor.

Analysis: A team of four artists selected to prepare art concepts for the general neighborhood has been redirected to focus their efforts within the Redbud Multi-Use Path project limits. Baughman will work with each artist to support the proposed artistic elements with engineering standards as they are integrated into pause points and trailheads along the path. As developed, these design solutions will be presented to the District I Advisory Board and Design Council. Supplemental Agreement No. 1 has been prepared to authorize the additional services.

Financial Considerations: Payment to Baughman for Supplemental Agreement No. 1 is on a lump sum basis. Cost is estimated between \$80,000 and \$100,000, not to exceed \$100,000. The approved design fee to-date is \$166,820. With this supplemental agreement, the maximum total design fee will be \$266,820. Funding is available within the existing project budget. The yet-to-be-determined cost for fabrication and installation of the art pieces will be absorbed within the project budget, if possible. A source for additional funding, if needed, will need to be identified at a later date.

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

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

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 13, 2011

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated September 13, 2011) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **REDBUD MULTI-USE PATH** (Project No. 472-85007)

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Coordinate and incorporate all art elements with engineering design standards (see attached).

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement is a cost plus, not to exceed **\$100,000**.

C. COMPLETION

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

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the

actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2013.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

(Name and Title)

ATTEST:

**City of Wichita
City Council Meeting
March 5, 2012**

TO: Mayor and City Council

SUBJECT: Change Order No. 1 – Water Main Replacement to Serve Schrader Area
(Districts I and III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Change Order No. 1.

Background: On June 12, 2012, the City Council approved construction funding for a water main replacement project to serve the Schrader area, south of Harry, west of Hillside.

Analysis: After construction began, leaded joints were discovered in the existing line, which must be removed and replaced for proper connection to the new waterline. This will also result in the need for another valve. Additionally, a sanitary sewer line not shown on the original plans was discovered and must be encased to protect the new water line being installed underneath it, per Kansas Department of Health & Environment requirements. A change order has been prepared to authorize the additional work. These changes are primarily a result of inaccurate record information for existing facilities at the time of design.

Financial Considerations: The cost of the additional work is \$21,728, bringing the contract total to \$903,951. This change order represents 2.46% of the original contract amount and is within the 25% limit set by City Council policy. Funding is available in the existing approved budget.

Legal Considerations: The Law Department has approved Change Order No. 1 as to form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.

CITY OF WICHITA
City Council Meeting
March 5, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of land in the 2900 Block of West 29th Street North for the 29th Street – Ridge to Hoover Road Improvement Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 7, 2011, the City Council approved the design concept to improve 29th Street between Ridge Road and Hoover. The project will require a partial acquisition of nine properties. The tracts consist of commercial, residential, and agricultural use. The proposed road improvement project includes widening 29th Street, improving area storm drainage, and adding sidewalks. Right-of-way is required from the vacant lot north and east of the intersection at 29th Street North and Ridge Road. The proposed acquisition area consists of 2,276 square feet. There are no improvements to the property.

Analysis: A written offer to purchase the required right-of-way was made. The offer of \$10,245, or \$4.50 per square foot was based on an estimated appraisal valuation. The offer was rejected by the seller. Based on the comparable data from another appraisal report, the seller agreed to accept \$15,935, or \$7 per square foot.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$16,935 is requested. This includes \$15,935 for the acquisitions and \$1,000 for title work, surveys, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the acquisition; 2) Approve the budget and; 3) Authorize the necessary signatures.

Attachments: Real estate agreement, tract map, and aerial map.

PROJECT: 29th Street: Ridge to Hoover

DATE: February 4, 2013

COUNTY: Sedgwick

TRACT NO.: 01

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this ___ day of _____, 2013, by and between TATT, LLC, (Landowners), and the City of Wichita, Kansas, a municipal corporation, (Buyer),

WITNESSETH, For consideration as hereinafter set forth, Landowners hereby agree to convey a road right-of-way to the City of Wichita by a warranty deed to the following described real properties in Sedgwick County to wit:

A ten foot wide tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SW corner of the SWQ, Section 34, Township 26 South, Range 1 West, Sedgwick County, Kansas; thence north along the west line of said SWQ a distance of 30 feet; thence east parallel with the south line of said SWQ a distance of 249.50 feet to the Point of Beginning; thence continuing east parallel with said south line a distance of 231.77 feet; more or less, to a point on a line, said line being the westerly boundary of the Kansas and Oklahoma Railroad; thence northwesterly along said westerly boundary a distance of 12.90 feet; thence west parallel with said south line a distance of 223.54 feet; thence south 10 feet to the Point of Beginning.

It is understood and agreed that landowner is responsible for all property taxes on the above described property accrued prior to the conveyance of fee title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 30 days after the conveyance documents of said property, free of any encumbrances, have been delivered.

Approximately <u>2,276.5</u> Sq. Ft. for Road Right-of-Way	\$ 15,935.00
Approximately <u>0</u> Sq. Ft. for Drainage Easement	\$ NA
Approximately <u>0</u> Sq. Ft. for Temporary Easement	\$ NA
Cost to Cure:	\$ NA
Damages:	\$ NA
TOTAL	\$ 15,935.00

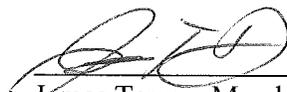
It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

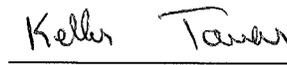
TATT, LLC, LANDOWNER(S):



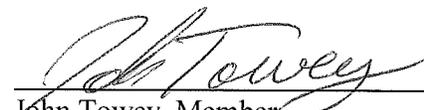
Robert Armstrong, Member



James Towey, Member



Kelly Towey, Member



John Towey, Member

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT

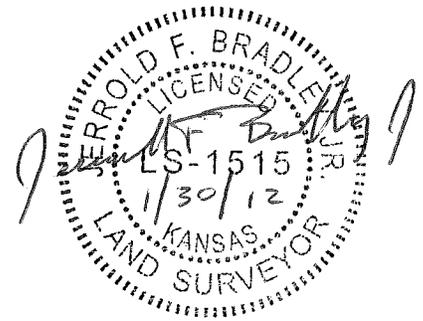
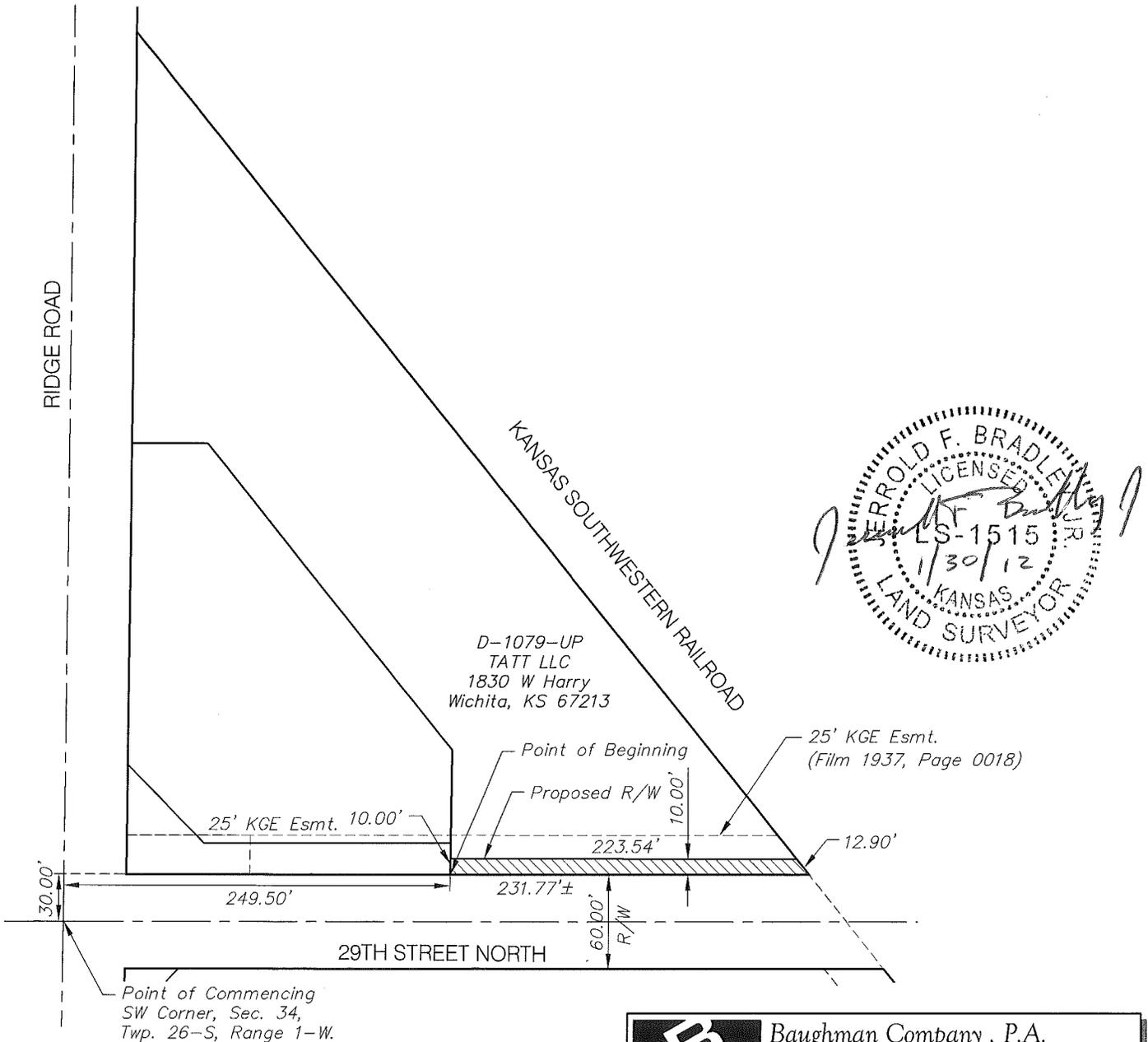


LEGAL DESCRIPTION:

A ten (10) foot wide tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SW corner of the SW $\frac{1}{4}$, Section 34, Township 26 S., Range 1 W., Sedgwick County, Kansas; thence north along the west line of said SW $\frac{1}{4}$ a distance of 30.00 feet; thence east parallel with the south line of said SW $\frac{1}{4}$ a distance of 249.50 feet to the Point of Beginning; thence continuing east parallel with said south line a distance of 231.77 feet, more or less, to a point on a line, said line being the westerly boundary of the Kansas and Oklahoma Railroad; thence northwesterly along said westerly boundary a distance of 12.90 feet; thence west parallel with said south line a distance of 223.54 feet; thence south 10.00 feet to the Point of Beginning.

Said tract containing 2,276.5 square feet, more or less.



Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Drawing File: E:\Projects\29th Ridge to Hoover\Exhibits\Tract Maps.dwg



TATT LLC



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. 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. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
March 5, 2013

TO: Mayor and City Council

SUBJECT: Payment of Condemnation Award, Appraisers Fees and Court Costs in Condemnation Matter to Acquire Property for Improvements to the Wichita-Valley Center Flood Control Levee System (County)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize the payment of appraisers' award, together with appraisers' fees and court costs.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control Levee System meet revised FEMA levee standards. The proposed improvements include rehabilitation of certain portions of the levee system. There are approximately 51 tracts which will be impacted by the project. The properties consist of a mix of residential and commercial uses. Forty-two tracts were acquired through negotiation. On March 20, 2012, the City Council approved the use of eminent domain to acquire the nine remaining tracts. One of the nine remaining tracts was acquired at tax sale during the eminent domain process and four more were acquired through negotiation.

Analysis: On February 7, 2013, the court appointed appraisers filed their award. They determined the compensation to be paid for the remaining four required parcels to be \$19,540. The court approved fees to the three appraisers in the total amount of \$9,958.65 with court costs of \$180. In order for the City to acquire these properties, it must pay the award, together with fees and costs to the Clerk of the District Court on or before March 8, 2013.

Financial Considerations: The cost of acquiring these properties will be paid from project funds. The City must pay the award within thirty days from the filing of the appraisers' award in order to get title to the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned. In that event the City would still be responsible for all fees, costs and the landowners' attorney fees.

Legal Considerations: The Law Department has reviewed and approved payment of the condemnation award, appraiser's fees and court costs.

Recommendation/Action: It is recommended that the City Council authorize payment to the Clerk of the District Court in the amount of \$29,678.65 for acquisition of property and easements condemned in the subject case.

Attachments: Report of Appraisers and Statement of Appraisers Fees and Expenses.

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

FILED ¹¹³
APP DOCKET NO.

2013 FEB -7 P 3:17

THE CITY OF WICHITA, KANSAS,
A Municipal Corporation,

Plaintiff-Condempnor,

vs.

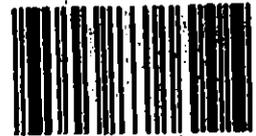
Case No. 12CV3490
Court No. 13

Action Involves Title
To Real Property

CLERK OF DIST COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS
BY

ANDREW OLGUIN, *et al.*,

Defendant-Landowners.



DC18

REPORT OF APPRAISERS

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein, described in the Petition of the City of Wichita, Kansas, in the above-captioned matter and to determine just compensation and damages to the interested parties resulting from the takings, after being duly sworn, now report as follows below.

On January 8, 2013, we caused notices of our hearing to be mailed to all defendants and interested parties named in the Petition whose addresses were known to us after diligent inquiry. On January 11, 2013, we caused such notice to be published in The Wichita Eagle, a newspaper of general circulation in Sedgwick County, Kansas. Commencing on February 1, 2013, at a public hearing held in the Wichita City Hall, 455 N. Main Street, Wichita, Kansas, the time and place stated in the notices, at which time, we heard oral testimony and received written and other evidence concerning our appraisal and assessment of damages from the plaintiff and such of the defendants as were present and desired to be heard. On February 1, 2013, we continued our appraisal and assessment of damages by actual view of the lands to be taken and of the tracts of which they are a part.

After viewing the lands involved, after considering the testimony received at the hearing and according to the instructions given us by the Court, we have appraised the lands and/or interests and/or rights therein sought by the plaintiff and described in the Petition and have determined just compensation and damages to the interested parties resulting from the takings as follows:

TRACT NO. 35

Fee Owners: Andrew Olguin
2502 Crawford
Wichita, KS 67217

LIENHOLDERS AND OTHER INTERESTED PARTIES:

Linda Kizzire, in her capacity as Treasurer of Sedgwick County, Kansas
(Attn: Tax Department)
525 N. Main
Wichita, KS 67203

Resident
412 E. 49th Street North
Wichita, KS 67219

Countrywide Home Loans, Inc., dba America's Wholesale Lender
Attn: Gail Shinn
150 N. College St.
Charlotte, NC 28255

Copy to:

The Corporation Company, Inc.
112 SW 7th Street, Suite 3C
Topeka, KS 66603
As registered agent for Countrywide Home Loans, Inc.

Copy to:

Mortgage Electronic Registration Systems, Inc.
PO Box 2026
Flint, MI 48501-2026
As nominee for Countrywide Home Loans, Inc.

By Mortgage, dated November 29, 2006, and filed on December 16, 2006, with the Sedgwick County Register of Deeds as Doc/Flm-Pg: 28841669.

Kansas Department of Social and Rehabilitative Services
Attn: Phyllis Gilmore, Secretary of Social and Rehabilitative Services
915 SW Harrison Street
Topeka, Kansas 66612

Copy to:

La Shonda Hembry
Staff Attorney
PO Box 1620
Wichita, KS 67201-1620

By Notice of IV-D Status, entered January 25, 2012, in Sedgwick County, Kansas, District Court Case No. SG03DM003418.

REAL PROPERTY INTERESTS TO BE ACQUIRED:

PERMANENT FLOODWAY AND UTILITY EASEMENT

Legally described as follows:

A portion of Lot 40, in Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas, described more particularly as commencing at the southeast corner of said Lot 40; thence $N00^{\circ}56'01''W$ (assumed), along the east line of said Lot 40, 179.00 feet to the point of beginning; thence $S77^{\circ}37'14''W$, 102.00 feet to a point on the west line of said Lot 40, and 158.00 feet north of the southwest corner of said lot 40; thence $N00^{\circ}56'01''W$, along the west line of said Lot 40, 10.44 feet to a point on the south line of the Chisholm Creek Diversion Condemnation Case A-41501; thence northeasterly along the south line of said Chisholm Creek Diversion said line being a curve to the left, having a degree of curve of $7^{\circ}42.7'$, having a calculated radius of 742.98 feet, an arc length of 91.61 feet, a chord length of 91.55 feet and a chord bearing of $N72^{\circ}03'08''E$, to the PT of said curve; thence $N67^{\circ}37'51''E$, along the south line of said Chisholm Creek Diversion, 13.36 feet to a point on the east line of said Lot 40; thence $S00^{\circ}56'30''E$, along the east line of said Lot 40, 21.87 feet to the point of beginning.

The above described property contains 1,481.6 square feet, or 0.034 acres, more or less.

Fair Market Value of Entire Property Immediately Before the Taking:	\$ 23,000.00
Fair Market Value of Property Remaining, Immediately After the Taking:	\$ 22,100.00
Difference, which is Just Compensation and The Amount of Our Award:	\$ 900.00

We note that, during the hearing, we were informed that plaintiff had already cleared a row of trees from Tract 35. During our viewing of Tract 35, we viewed the neighboring properties. Upon doing so, we were able to reasonably ascertain the nature of trees on Tract 35 prior to their removal i.e. we were able to reasonably ascertain the appearance of Tract 35 prior to the removal of said trees. Thus, we were able to apply K.S.A. 26-513(d)(3) and (d)(7) notwithstanding that plaintiff had inadvertently removed the trees prior to the hearing and prior to the viewing. We also note that the highest and best use of the residence located on Tract 35 is as a rental property. Accordingly, we conclude in part on that basis that the loss of these trees had only the above stated impact on the Fair Market Value of the tract as a whole and not more.

CW

MG


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By Notice of IV-D Status, entered January 25, 2012, in Sedgwick County, Kansas, District Court Case No. SG03DM003418.

REAL PROPERTY INTERESTS TO BE ACQUIRED:

PERMANENT FLOODWAY AND UTILITY EASEMENT

Legally described as follows:

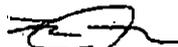
A portion of Lot 40, in Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas, described more particularly as commencing at the southeast corner of said Lot 40; thence N00°56'01"W (assumed), along the east line of said Lot 40, 179.00 feet to the point of beginning; thence S77°37'14"W, 102.00 feet to a point on the west line of said Lot 40, and 158.00 feet north of the southwest corner of said lot 40; thence N00°56'01"W, along the west line of said Lot 40, 10.44 feet to a point on the south line of the Chisholm Creek Diversion Condemnation Case A-41501; thence northeasterly along the south line of said Chisholm Creek Diversion said line being a curve to the left, having a degree of curve of 7°42.7', having a calculated radius of 742.98 feet, an arc length of 91.61 feet, a chord length of 91.55 feet and a chord bearing of N72°03'08"E, to the PT of said curve; thence N67°37'51"E, along the south line of said Chisholm Creek Diversion, 13.36 feet to a point on the east line of said Lot 40; thence S00°56'30"E, along the east line of said Lot 40, 21.87 feet to the point of beginning.

The above described property contains 1,481.6 square feet, or 0.034 acres, more or less.

Fair Market Value of Entire Property Immediately Before the Taking:	\$ 23,000.00
Fair Market Value of Property Remaining, Immediately After the Taking:	\$ 22,100.00
Difference, which is Just Compensation and The Amount of Our Award:	\$ 900.00

We note that, during the hearing, we were informed that plaintiff had already cleared a row of trees from Tract 35. During our viewing of Tract 35, we viewed the neighboring properties. Upon doing so, we were able to reasonably ascertain the nature of trees on Tract 35 prior to their removal i.e. we were able to reasonably ascertain the appearance of Tract 35 prior to the removal of said trees. Thus, we were able to apply K.S.A. 26-513(d)(3) and (d)(7) notwithstanding that plaintiff had inadvertently removed the trees prior to the hearing and prior to the viewing. We also note that the highest and best use of the residence located on Tract 35 is as a rental property. Accordingly, we conclude in part on that basis that the loss of these trees had only the above stated impact on the Fair Market Value of the tract as a whole and not more.


CW


MG


JE

TRACT NO. 42

Fee Owner: B. Sue Huffman
201 W. 42nd Street North
Wichita, KS 67204-3211

Copy to:

Brad Stout
Adam Jones Law Firm, PA
1635 Waterfront Parkway, Suite 200
Wichita, KS 67206
Attorney for landowner

LIENHOLDERS AND OTHER INTERESTED PARTIES:

Linda Kizzire, in her capacity as Treasurer of Sedgwick County, Kansas
(Attn: Tax Department)
525 N. Main
Wichita, KS 67203

REAL PROPERTY INTERESTS TO BE ACQUIRED:

PERMANENT FLOODWAY AND UTILITY EASEMENT

Legally described as follows:

Tract "A":

A portion of Lot 5, Block 6, Ark Valley Park Addition, Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the northeast corner of said Lot 5; thence S05°59'40"W (assumed), along the east line of said Lot 5, 81.70 feet to a deflection point in the east line of said Lot 5; thence N84°00'20"W, along the west line of said Lot 5, 5.00 feet; thence N05°59'40"E, parallel with the east line of said Lot 5, 81.12 feet to a point in the north line of said Lot 5; thence N89°21'40"E, along the north line of said Lot 5, 5.03 feet to the point of beginning.

Tract "A" contains 407.0 square feet, or 0.009 acres, more or less; **AND**

Tract "B":

A portion of Lot 5, Block 6, Ark Valley Park Addition, Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the southeast corner of said Lot 5; thence S89°22'16"W (assumed), along the south line of said Lot 5, 3.66 feet; thence N13°13'39"E, 67.73 feet to a deflection point in the east line of said Lot 5; thence southerly along the east line of said Lot 5, and the west line of the Chisholm Creek Diversion Condemnation Case A-41501, said line being a non-tangent curve to the right having a degree of curve of 08°44.90', having a calculated radius of 654.93 feet, an arc length of 66.98 feet, a chord length of 66.95 feet, and a chord bearing of S10°11'03"W, to the point of beginning.

Tract "B" contains 158.6 square feet, or 0.004 acres, more or less; **AND**

TRACT NO. 43

Fee Owners: **Larry M. Huffman and B. Sue Huffman**
201 W. 42nd Street North
Wichita, KS 67204-3211

Copy to:

Brad Stout
Adam Jones Law Firm, PA
1635 Waterfront Parkway, Suite 200
Wichita, KS 67206
Attorney for landowners

LIENHOLDERS AND OTHER INTERESTED PARTIES:

Linda Kizzire, in her capacity as Treasurer of Sedgwick County, Kansas
(Attn: Tax Department)
525 N. Main
Wichita, KS 67203

REAL PROPERTY INTERESTS TO BE ACQUIRED:

PERMANENT FLOODWAY AND UTILITY EASEMENT

Legally described as follows:

Tract "A":

A portion of Reserve "A" Suburban Acres, Wichita, Kansas, Sedgwick County, Kansas, except that portion condemned for flood control purposes in Chisholm Creek Diversion Condemnation District Court Case A-41035, more particularly described as commencing at the northwest corner of said Reserve "A"; thence N89°22'00"E (assumed), along the north line of said Reserve "A", 213.06 feet to the point of beginning; thence continue N89°22'00"E, along the north line of said Reserve "A", 3.66 feet, more or less, to a point on the west line of said Chisholm Creek Diversion; thence southwesterly along the west line of said Chisholm Creek Diversion, said line being a curve to the right, having a degree of curve of 08°44.9', having a calculated radius of 654.93 feet, an arc length of 83.99 feet, a chord length of 83.93 feet, and a chord bearing of S15°39'18"W; thence N13°13'43"E, 82.98 feet to the point of beginning.

Tract "A" contains 222.8 square feet, or 0.005 acres, more or less.

AND

Tract "B":

A portion of Reserve "A" Suburban Acres, Wichita, Kansas, Sedgwick County, Kansas, except that portion condemned for flood control purposes in Chisholm Creek Diversion Condemnation District Court Case A-41035, more particularly described as commencing at the northwest corner of said Reserve "A"; thence S26°50'46"E (assumed), along the west line of said Reserve "A",

188.31 feet, to the point of curvature of a curve in the west line of said Reserve "A", thence southeasterly along the west line of said Reserve "A"; being a curve to the right, having a radius of 174.37 feet, an arc length of 33.92 feet, a chord length of 33.86 feet, and a chord bearing of S21°16'25"E, to the point of beginning; thence N72°42'00"E, 50.87 feet to a point on the west line of said Chisholm Creek Diversion; thence southwesterly along the west line of said Chisholm Creek Diversion, said line being a curve to the right having a degree of curve of 08°44.9', having a calculated radius of 654.93 feet, an arc length of 77.48 feet, a chord length of 77.44 feet, and a chord bearing of S32°55'07"W, to a point on the west line of said Reserve "A"; thence northwesterly along the west line of said Reserve "A", said line being a curve to the left, having a radius of 174.37 feet, an arc length of 50.47 feet, a chord length of 50.30 feet, and a chord bearing of N07°24'32"W, to the point of beginning.

Tract "B" contains 1,258.2 square feet, or 0.029 acres, more or less.

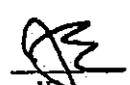
Fair Market Value of Entire Property Immediately Before the Taking:	\$ 130,000.00
Fair Market Value of Property Remaining, Immediately After the Taking:	\$ 111,500.00
Difference, which is Just Compensation and The Amount of Our Award:	\$ 18,500.00

During the hearing, plaintiff and all owners and spouses of owners of both Tract 42 and Tract 43 agreed that for purposes of this appraisal Tracts 42, 43 and an additional contiguous, unimproved parcel that is owned by them should all be considered a single appraisal unit. Accordingly, the above stated fair market values constitute the combined fair market value (before and after the taking) of the entire residential property (i.e. Tracts 42, 43 and an additional parcel that is contiguous and unimproved) that is located at 201 W. 42nd Street North, Wichita, Kansas 67204-3211 that is owned by Larry M. Huffman and/or B. Sue Huffman or both of them.

Further, in appraising this unit we took into account in addition to all other factors that the highest and best use of the unit is as an owner-occupied residence. And, in addition to all other factors, we applied K.S.A. 26-513(d)(7) as follows. We considered the loss of trees and shrubbery but only "to the extent that they affect the value of the land taken, and to the extent that their loss impairs the value of the land remaining." In other words, we considered the loss of trees but to this extent and this extent only.

CW

MG



JE

TRACT NO. 74

Fee Owners: Board of County Commissioners of Sedgwick County, Kansas
Attn: Kelly Arnold, County Clerk
525 N. Main, #211
Wichita, KS 67203

188.31 feet, to the point of curvature of a curve in the west line of said Reserve "A", thence southeasterly along the west line of said Reserve "A", being a curve to the right, having a radius of 174.37 feet, an arc length of 33.92 feet, a chord length of 33.86 feet, and a chord bearing of S21°16'25"E, to the point of beginning; thence N72°42'00"E, 50.87 feet to a point on the west line of said Chisholm Creek Diversion; thence southwesterly along the west line of said Chisholm Creek Diversion, said line being a curve to the right having a degree of curve of 08°44.9', having a calculated radius of 654.93 feet, an arc length of 77.48 feet, a chord length of 77.44 feet, and a chord bearing of S32°55'07"W, to a point on the west line of said Reserve "A"; thence northwesterly along the west line of said Reserve "A", said line being a curve to the left, having a radius of 174.37 feet, an arc length of 50.47 feet, a chord length of 50.30 feet, and a chord bearing of N07°24'32"W, to the point of beginning.

Tract "B" contains 1,258.2 square feet, or 0.029 acres, more or less.

Fair Market Value of Entire Property Immediately Before the Taking:	\$ 130,000.00
Fair Market Value of Property Remaining, Immediately After the Taking:	\$ 111,500.00
Difference, which is Just Compensation and The Amount of Our Award:	\$ 18,500.00

During the hearing, plaintiff and all owners and spouses of owners of both Tract 42 and Tract 43 agreed that for purposes of this appraisal Tracts 42, 43 and an additional contiguous, unimproved parcel that is owned by them should all be considered a single appraisal unit. Accordingly, the above stated fair market values constitute the combined fair market value (before and after the taking) of the entire residential property (i.e. Tracts 42, 43 and an additional parcel that is contiguous and unimproved) that is located at 201 W. 42nd Street North, Wichita, Kansas 67204-3211 that is owned by Larry M. Huffman and/or B. Sue Huffman or both of them.

Further, in appraising this unit we took into account in addition to all other factors that the highest and best use of the unit is as an owner-occupied residence. And, in addition to all other factors, we applied K.S.A. 26-513(d)(7) as follows. We considered the loss of trees and shrubbery but only "to the extent that they affect the value of the land taken, and to the extent that their loss impairs the value of the land remaining." In other words, we considered the loss of trees but to this extent and this extent only.


C.W.


M.G.


J.E.

TRACT NO. 74

Fee Owners: Board of County Commissioners of Sedgwick County, Kansas
 Attn: Kelly Arnold, County Clerk
 525 N. Main, #211
 Wichita, KS 67203

LIENHOLDERS AND OTHER INTERESTED PARTIES:

None known

REAL PROPERTY INTERESTS TO BE ACQUIRED:

PERMANENT FLOODWAY AND UTILITY EASEMENT

Legally described as follows:

A tract in the NE 1/4 of Sec. 29, Twp. 26-S, R-1-E, described as commencing at the intersection of the west line of New Lawrence Ave. Rd. (as recorded in Deed Book 444, Page 609) and the north line of the south 30 acres of that part of said NE 1/4, lying west of the A.T. & S.F. Railroad right-of-way (being the north line of Maggie E. McDermid Land) said point being the N.E. Corner of Lot 1, Farmer's Addition, Wichita, Sedgwick County, Kansas; thence northerly along the west line of said New Lawrence Ave. Rd., 634.62 feet, to a point on the north line of the South 68 Acres of said NE. 1/4; thence continue northerly along the west line of said New Lawrence Ave. Rd., 66.77 feet to a deflection point in the west line of said New Lawrence Ave. Rd.; thence S89°21'40"W, along a segment of the west line of said New Lawrence Ave. Rd., 55.45 feet to the point of beginning; thence continue S89°21'40"W, 8.50 feet to a point on the east line of the Chisholm Creek Diversion Condemnation Case A-41035; thence southerly along the east line of said Chisholm Creek Diversion, said line being a curve to the right, having a degree of curve of 00°59.48' and having a calculated radius of 5,779.67 feet, an arc length of 66.85 feet, a chord length of 66.85 feet, and a chord bearing of S02°29'01"W, to a point on the north line of the south 68 acres of said NE. 1/4; thence N89°21'40"E, along the north line of the south 68 acres of said NE. 1/4, 8.47 feet; thence N02°30'36"E, 66.85 feet to the point of beginning.

The above described property contains 562.1 square feet, or 0.013 acres, more or less.

Fair Market Value of Entire Property Immediately Before the Taking:	\$ 1,140.00
Fair Market Value of Property Remaining, Immediately After the Taking:	\$ 1,000.00
Difference, which is Just Compensation and The Amount of Our Award:	\$ 140.00

CW

MG



The foregoing Report of our appraisal is well and truthfully made and in witness whereof, we have hereunto affixed our signatures on the date(s) each of us subscribed and swore to this Report as set forth below in February, 2013.

LIENHOLDERS AND OTHER INTERESTED PARTIES:

None known

REAL PROPERTY INTERESTS TO BE ACQUIRED:

PERMANENT FLOODWAY AND UTILITY EASEMENT

Legally described as follows:

A tract in the NE 1/4 of Sec. 29, Twp. 26-S, R-1-E, described as commencing at the intersection of the west line of New Lawrence Ave. Rd. (as recorded in Deed Book 444, Page 609) and the north line of the south 30 acres of that part of said NE 1/4, lying west of the A.T. & S.F. Railroad right-of-way (being the north line of Maggie B. McDermid Land) said point being the N.E. Corner of Lot 1, Farmer's Addition, Wichita, Sedgwick County, Kansas; thence northerly along the west line of said New Lawrence Ave. Rd., 634.62 feet, to a point on the north line of the South 68 Acres of said NE 1/4; thence continue northerly along the west line of said New Lawrence Ave. Rd., 66.77 feet to a deflection point in the west line of said New Lawrence Ave. Rd.; thence S89°21'40"W, along a segment of the west line of said New Lawrence Ave. Rd., 55.45 feet to the point of beginning; thence continue S89°21'40"W, 8.50 feet to a point on the east line of the Chisholm Creek Diversion, Condemnation Case A-41035; thence southerly along the east line of said Chisholm Creek Diversion, said line being a curve to the right, having a degree of curve of 00°59.48' and having a calculated radius of 5,779.67 feet, an arc length of 66.85 feet, a chord length of 66.85 feet, and a chord bearing of S02°29'01"W, to a point on the north line of the south 68 acres of said NE 1/4; thence N89°21'40"E, along the north line of the south 68 acres of said NE 1/4, 8.47 feet; thence N02°30'36"E, 66.85 feet to the point of beginning.

The above described property contains 562.1 square feet, or 0.013 acres, more or less.

Fair Market Value of Entire Property Immediately Before the Taking:	\$ 1,140.00
Fair Market Value of Property Remaining, Immediately After the Taking:	\$ 1,000.00
Difference, which is Just Compensation and The Amount of Our Award:	\$ 140.00


CW


MG


JE

The foregoing Report of our appraisal is well and truthfully made and in witness whereof, we have hereunto affixed our signatures on the date(s) each of us subscribed and swore to this Report as set forth below in February, 2013.

COURT-APPOINTED APPRAISERS:

Charles Wiggins

Mike Grbic



Jeffrey Emerson

Subscribed and sworn to by **CHARLES WIGGINS** who is personally known to me, before me
this _____ day of February, 2013.

NOTARY PUBLIC

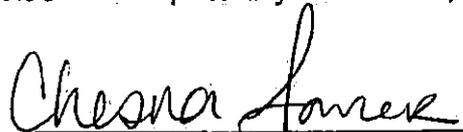
My Appointment Expires:

Subscribed and sworn to by **MIKE GRBIC** who is personally known to me, before me this
_____ day of February, 2013.

NOTARY PUBLIC

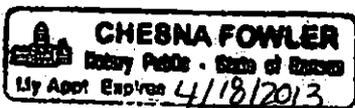
My Appointment Expires:

Subscribed and sworn to by **JEFFREY EMERSON** who is personally known to me, before me
this 5th day of February, 2013.



NOTARY PUBLIC

My Appointment Expires:



COURT APPOINTED APPRAISERS:

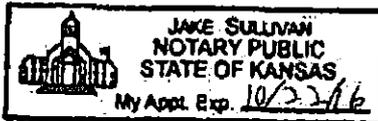
Charles Wiggins
Charles Wiggins
Mike Gibic
Mike Gibic

Jeffrey Emerson

Subscribed and sworn to by CHARLES WIGGINS who is personally known to me, before me
this 5th day of February, 2013.

Jake Sullivan
NOTARY PUBLIC

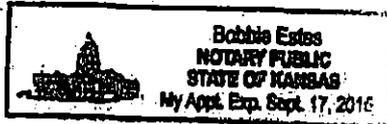
My Appointment Expires:



Subscribed and sworn to by MIKE GIBIC who is personally known to me, before me this
6th day of February, 2013.

Bobbie Estes
NOTARY PUBLIC

My Appointment Expires:



Subscribed and sworn to by JEFFREY EMERSON who is personally known to me, before me
this _____ day of February, 2013.

NOTARY PUBLIC

My Appointment Expires:

**IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT**

**THE CITY OF WICHITA, KANSAS,
A Municipal Corporation,**

Plaintiff-Condennor,

vs.

**Case No. 12CV3490
Court No. 13**

**Action Involves Title
To Real Property**

ANDREW OLGUIN, et al.,

Defendant-Landowners.

STATEMENT OF APPRAISERS FEES AND EXPENSES

Pursuant to K.S.A. 26-505, on this 8th day of February, 2013, the Court-appointed appraisers submit the following statement for their fees and expenses for acting as the Court's appraisers herein:

Charles Wiggins:

15 hours @ \$225.00 per hour is	\$ 3,375.00
136 miles @ \$0.555 per mile is	\$ 75.48
out-of pocket expenses total of	\$ 28.97

Total: \$ 3,479.45

Mike Grbic:

19.25 hours @ \$160.00 per hour is	\$ 3,080.00
0 miles @ \$0.00 per mile is	\$ 0.00
out-of pocket expenses total of	\$ 0.00

Total: \$ 3,080.00

Jeffrey Emerson:

15.10 hours @ \$225.00 per hour is	\$ 3,397.50
_____ miles @ \$0._____ per mile is	\$ 0.00
out-of pocket expenses total of	\$ 1.70 (postage)

Total: \$ 3,399.20

The foregoing Report of our fees and expenses is well and truthfully made and in witness whereof, we have hereunto affixed our signatures on the dates subscribed below.

APPRAISERS:

Charles Wiggins

Mike Grbic
Jeffrey Emerson

Jeffrey Emerson

Subscribed and sworn to by CHARLES WIGGINS personally known to me, before me, this _____ day of February, 2013.

NOTARY PUBLIC

My Appointment expires:

Subscribed and sworn to by MIKE GRBIC personally known to me, before me, this _____ day of February, 2013.

NOTARY PUBLIC

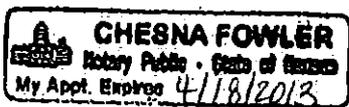
My Appointment expires:

Subscribed and sworn to by JEFFREY EMERSON personally known to me, before me, this 6th day of February, 2013.

Chesna Fowler

NOTARY PUBLIC

My Appointment expires:



The foregoing Report of our fees and expenses is well and truthfully made and in witness whereof, we have hereunto affixed our signatures on the dates subscribed below.

APPRAISERS:

Charles Wiggins

Mike Grbic

Jeffrey Emerson

Subscribed and sworn to by CHARLES WIGGINS personally known to me, before me, this ____ day of February, 2013.

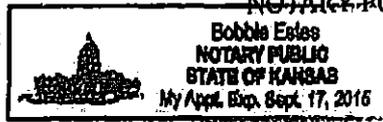
NOTARY PUBLIC

My Appointment expires:

Subscribed and sworn to by MIKE GRBIC personally known to me, before me, this 6th day of February, 2013.

NOTARY PUBLIC

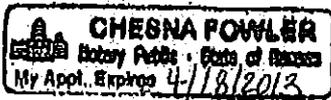
My Appointment expires:



Subscribed and sworn to by JEFFREY EMERSON personally known to me, before me, this 6th day of February, 2013.

NOTARY PUBLIC

My Appointment expires:



The foregoing Report of our fees and expenses is well and truthfully made and in witness whereof, we have herunto affixed our signatures on the dates subscribed below.

APPRAISERS:

[Signature]
Charles Wiggins

Mike Grbic

[Signature]
Jeffrey Emerson

Subscribed and sworn to by CHARLES WIGGINS personally known to me, before me, this 7 day of February, 2013.

[Signature]
NOTARY PUBLIC

My Appointment expires:
3-8-2019

JOHN KARDELEAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF SAGINAW
My Commission Expires Mar. 08, 2018
Acting in the County of Genesee



Subscribed and sworn to by MIKE GRBIC personally known to me, before me, this _____ day of February, 2013.

NOTARY PUBLIC

My Appointment expires:

Subscribed and sworn to by JEFFREY EMERSON personally known to me, before me, this 6th day of February, 2013.

[Signature]
NOTARY PUBLIC

My Appointment expires:

A. CHESNA FOWLER
Notary Public - State of Michigan
My Appt. Expires 4/18/2013

INVOICE

Charles M. Wiggins

Business Consultant

15 Via Verde

Wichita, KS 67230-1510

wigginsc@cox.net e-mail

Taxpayer id: 429-66-0658

Date February 4, 2013

Job No.: 2012-Special

Bill to: 18th Judicial District, District Court, Sedgwick County, Kansas

Case No: 12-CV-3490

15 hours @ \$225.00

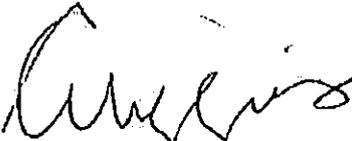
\$3375.00

Expenses

104.45

Invoice total: Three thousand four hundred seventy nine & forty five cents in usd (\$3479.45)

Thank you,



Charles Wiggins

February 4, 2013

Invoice details

Case 12-CV-3490, Eighteenth Judicial District, District Court, Sedgwick County, Kansas

Time:

11-13-2012	Swearing in at judge's chambers	0 hours
11-15-2012	Review statues & instructions	3 hours
11-21-2012	Meeting with panel to review procedures & process	1.5 hours
	Meeting with Baughman Company to review surveys	.5 hours
11-28-2012	Secure readable copies of surveys	.5 hours
01-30-2013	Review for hearing	1 hour
02-01-2013	Panel hearing	2.5 hours
	Property review	1.5 hours
	Review findings with panel	1.5 hours
02-02-2013	Review of all documents presented at panel hearing	<u>3 hours</u>
Total hours		15 hours

Expense details:

136 miles @ .555 cents	\$ 75.48
Survey copies	<u>28.97</u>
Total expenses	\$104.45

CW



FedEx Office is your destination
for printing and shipping.

7701 E KELLOGG DR
Wichita, KS 67207
Tel: (316) 682-1327

11/28/2012 3:27:20 PM CST
Team Member: Ewan M.

SALE

BN 18x24 Print	12 @	2.2500 T
004388 Reg. Price	2.25	
Regular Total	27.00	
Discounts	0.00	
Total	27.00	

Sub-Total	27.00
Tax	1.97
Deposit	0.00

Total	28.97
-------	-------

Visa (S)	28.97
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Account: 1778
Auth: 088444 (A)

Total Tender	28.97
Change Due	0.00

Total Discounts	0.00
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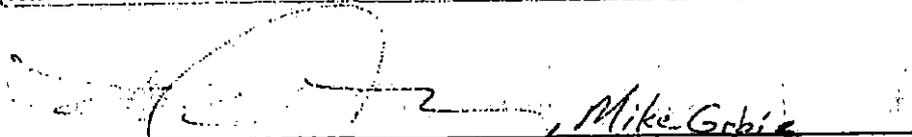
Appraisers Time Sheet

District Court of Sedgwick County, 18th Judicial District
Wichita, KS

Appraiser: Mike Grbic
Appraisers phone: 316-640-7653
Appraisers e-mail: mike@mlkegrbic.com
Case #: 12 CV 3490

Period Start:	2/2/13
Hourly Rate:	\$160.00
Minimum Hours:	0.25

Appraiser	Date	Project	Billable Hours	Non-Billable Hours	Total
Mike Grbic	11/6/12	Email Correspondence	0.25	\$	40.00
Mike Grbic	11/16/12	Go to District Court Clerk's Office	1.25	\$	200.00
Mike Grbic	11/17/12	Review Case Documents	2.00	\$	320.00
Mike Grbic	11/19/12	Review Property Information	1.75	\$	280.00
Mike Grbic	11/21/12	Meeting with Other Appraisers	1.50	\$	240.00
Mike Grbic	12/3/12	Email Correspondence	0.25	\$	40.00
Mike Grbic	1/8/13	Email Correspondence	0.75	\$	120.00
Mike Grbic	1/22/13	Email Correspondence	0.50	\$	80.00
Mike Grbic	1/31/13	Review Case Documents	1.25	\$	200.00
Mike Grbic	2/1/13	Hearing	3.00	\$	480.00
Mike Grbic	2/1/13	Property Viewing	1.50	\$	240.00
Mike Grbic	2/1/13	Meeting with Other Appraisers	1.25	\$	200.00
Mike Grbic	2/1/13	Review Property Information	1.75	\$	280.00
Mike Grbic	2/2/13	Email Correspondence	2.25	\$	360.00
Total			19.25	\$	3,080.00


Appraisers Signature

2/2/2013
Date

Remit Payment to:

Mike Grbic
9108 E Elm
Wichita, KS 67206

CONLEE SCHMIDT & EMERSON, LLP

200 W. Douglas, Suite 300

Wichita, KS 67202

316.264.3300

Sedgwick County Court

c/o Joe Erskine

Orrick & Erskine, LLP

11900 College Blvd, Ste. 210

Overland Park KS 66210

STATEMENT

February 05, 2013

In Reference To: 130001E (Real Estate)

Invoice # 28919

Professional Services

			<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
1/2/2013	JRE	Review Review all correspondence; Review and edit oath; File set up; Leave voice mail for Mr. Eskine.	0.60 225.00/hr		135.00
1/4/2013	JRE	Phone Conf. Telephone conference with Mr. Erskine re: procedures.	0.20 225.00/hr		45.00
1/9/2013	JRE	Review Review correspondence.	0.30 225.00/hr		67.50
	- JRE	Review Review petition and tract maps.	1.30 225.00/hr		292.50
	- JRE	Review Review KSA 26:501 et. seq., 26:201, 12:635 and selected cases.	1.60 225.00/hr		360.00
1/30/2013	JRE	Travel Travel Time to and from Court and meet with Court to review instructions.	1.00 225.00/hr		225.00

		<u>Hrs/Rate</u>	<u>Tax#</u>	<u>Amount</u>
2/1/2013 - JRE	Court Participate in panel hearing; View subject properties; Meet as panel.	6.00 225.00/hr		1,350.00
2/2/2013 - JRE	Review Review exhibits presented by parties during hearing.	1.80 225.00/hr		405.00
2/5/2013 - JRE	Preparation Preparation of final Report of Appraisers; circulate same and correspond with panel re: procedures.	2.00 225.00/hr		450.00
2/6/2013 - JRE	Preparation Preparation of final statement of fees.	0.30 225.00/hr		67.50
	For professional services rendered	<u>15.10</u>		<u>\$3,397.50</u>
	Additional Charges :			
		<u>Qty/Price</u>		
1/4/2013 - CF	Postage	2		0.90
	Postage	0.45		
- CF	Copying Cost	2		0.80
	Copying Cost	0.40		
	Total costs			<u>\$1.70</u>
	Total amount of this bill			<u>\$3,399.20</u>
	Balance due			<u>\$3,399.20</u>

TO ENSURE PROPER CREDIT, PLEASE MAKE CHECKS PAYABLE TO CONLEE SCHMIDT & EMERSON, LLP.

WE ACCEPT CREDIT CARD PAYMENTS

By filling in the blanks, signing below, and returning this statement, you are authorizing payment on your account by credit card.

I hereby authorize payment of \$ _____ to be made to Conlee Schmidt & Emerson, LLP. I further agree to pay the above total amount according to the card issuer agreement.

Sedgwick County Court

Page 3

Visa No. _____ Exp. _____
MC No. _____ Exp. _____

Signature

PAYMENT DUE UPON RECEIPT, INTEREST WILL BE CHARGED AT 1 1/2% PER MONTH FOR ANY BALANCE THAT REMAINS UNPAID AFTER 30 DAYS.

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council
SUBJECT: FEMA Safe Room Grant (Districts VI)
INITIATED BY: Department of Park and Recreation
AGENDA: Consent

Recommendation: Authorize staff to submit FEMA grant and to accept funding if grant application is approved and authorize all necessary signatures.

Background: Botanica is under the oversight of The Department of Park and Recreation. In the case of an emergency weather event, Botanica does not have a shelter to accommodate guests during such an emergency. Children are the primary concern at Botanica. The Downing Children’s Garden attracts hundreds of visiting families and students participating in education programs during the growing season. Many visitors generally leave the gardens when there is the threat of severe weather. However, children are often dropped off at Botanica for education classes and do not have the mobility to leave and find shelter during a fast moving storm.

Analysis: A letter of intent for hazard mitigation was sent to Kansas Adjutant General’s Department to inquire if Botanica could be eligible for funds from the Federal Emergency Management Agency. Botanica was notified by the Kansas Emergency Management Hazard Mitigation Grant Program administrator that the shelter project was selected as a candidate to receive funding. The next step is to submit a full application for the project.

Financial Considerations: Submitting a full application does not guarantee that FEMA will approve the project. However, if the application is approved the maximum federal share will be in the amount of \$118,000. Architects from GLMV have been assisting with the application requirements for building design and estimating costs. The total cost for the shelter, estimated by the architects is \$292,000. The balance of \$174,000 will be the responsibility of Botanica Inc.

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

Recommendation/Action: It is recommended that the City Council authorize staff to submit FEMA grant and to accept funding if grant application is approved and authorize all necessary signatures.

Attachment: Application



**KANSAS DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM**

PROJECT APPLICATION

**SAFE ROOM CONSTRUCTION
(TORNADO SHELTER)**

Applicant: **City of Wichita (Botanica the Wichita Gardens)**

Project Location: **701 N Amidon, Wichita, KS, 67203**
(street, city, county, and state)

Project Title (descriptive): **Education Building Safe Room**

Estimated Project Cost (total): **\$292,000.00**

Rev 8/2011

THIS SECTION FOR STATE USE ONLY

FEMA-4063-DR-KS

- Standard HMGP or
- HMGP 5% Initiative

- Initial Submission *or*
- Re-Submission

- Completeness Checklist
- State Mitigation Plan
- Eligible Applicant

Project Type(s)

- Wind Retrofit
- Tornado

Community NFIP Status:

- Participating Community
ID# **200328**
- CRS Participant
- In Good Standing
- Sanctioned

State Application ID:

Date Received:

State Reviewer:

This application is for design/construction of safe rooms using Hazard Mitigation Grant Program (HMGP) funds. Please complete ALL sections and provide the documents requested. If you require additional assistance with this application, please contact the Kansas Emergency Management Mitigation Division 785-274-1973.

Applicant Information

1. Applicant (Organization): **City of Wichita Parks and Recreation (Botanica the Wichita Gardens)**
2. Applicant Type:
 State or Local Government Recognized Indian Tribe Private Non-Profit
3. County / Counties: **Sedgwick**
4. State Legislative district(s): **92nd** Congressional District(s): **4th**
5. Tax I.D. Number: **48-6000653** FIPS Code (if known):
6. DUNS#: **043063460**

7. **Point of Contact or Authorized Agent for the Grant**

Ms. Mr. Mrs. First Name: **Marty** Last Name: **Miller**
 Title: **Executive Director**
 Street Address: **701 N Amidon**
 City: **Wichita** State: **KS** Zip Code: **67203**
 Telephone: **(316) 264-0448** Fax: **(316) 264-0587**
 Email Address (if available): **mmiller@botanica.org**

8. **Application Prepared by:**

Ms. Mr. Mrs. First Name: **Marty** Last Name: **Miller**
 Title: **Executive Director** Telephone: **(316) 264-0448** Fax: **(316) 264-0587**

9. **Chief Executive.** *(an individual with legal signatory authority for the respective applicant, e.g. City/County manager, Chairperson of the County Commission, Mayor, etc.)*

Ms. Mr. Mrs. First Name: **Carl** Last Name: **Brewer**
 Title: **Mayor**
 Street Address: **455 N. Main**
 City: **Wichita** State: **KS** Zip Code: **67202**
 Telephone: **(316) 268-4331** Fax: **(316) 858-7743**
 Email Address (if available): **cbrewer@wichita.gov**

CERTIFICATION: 1) By signing this document you declare to the best of your knowledge the data in this application are true and correct, the governing body has duly authorized the document and hereby applies for assistance in this application, and 2) the individual identified in block 7 above will act as the applicant's agent in the performance of this grant.

Signature: _____ Date: _____

1. Shelter Building Information: *(Please provide the following information)*

Building Name: **Botanica Education Building**

Street Address: **701 N. Amidon**

Occupancy: *(indicate approximate occupancy of building during each hour)*

<i>12 AM - 1 AM</i> 0	<i>1 AM - 2 AM</i> 0	<i>2 AM - 3 AM</i> 0	<i>3 AM - 4 AM</i> 0	<i>4 AM - 5 AM</i> 0	<i>5 AM - 6 AM</i> 0	<i>6 AM - 7 AM</i> 0	<i>7 AM - 8 AM</i> 3
<i>8 AM - 9 AM</i> 3	<i>9 AM - 10 AM</i> 25	<i>10 AM - 11 AM</i> 50	<i>11 AM - 12 PM</i> 100	<i>12 PM - 1 PM</i> 75	<i>1 PM - 2 PM</i> 100	<i>2 PM - 3 PM</i> 100	<i>3 PM - 4 PM</i> 100
<i>4 PM - 5 PM</i> 75	<i>5 PM - 6 PM</i> 50	<i>6 PM - 7 PM</i> 50	<i>7 PM - 8 PM</i> 50	<i>8 PM - 9 PM</i> 0	<i>9 PM - 10 PM</i> 0	<i>10 PM - 11 PM</i> 0	<i>11 PM - 12 AM</i> 0

What was the above based on: (i.e. student population, design occupancy rate, etc.) The above estimated numbers are based on the different class size of students that would have been bussed to Botanica and would not have the availability or mobility to seek shelter off site during a weather event. Meetings held in the building during the evenings hours would primarily be adults and the average occupancy would be 50 or less.

Building Information

Buildings Longest Width, include Shelter Area: **Estimated 72'**
Estimated 105'

Buildings Longest Length include Shelter Area:

Total Square Feet: **Estimated 1480'**

Number of Stories: **1**

First Floor Elevation: **Estimated 1303' above sea level**

Construction Date of Current Building: **Est 2014**

Include Sketch of Current Building

Square Footage of proposed Shelter Area: **964 sq ft; restroom 254; mechanical room 262**

Shelter Construction Type: **Concrete**

Describe preliminary plans for shelter (*include sketch*): **The shelter will be a 5 sided room and on 2 walls there will be 3 steps approximately 36" wide. These steps can be use as seating during normal class room use. The walls will have murals of garden scenes.**

Est. Completion Date for Design (mo/yr): **06/2013** Est. Completion Date for Construction (mo/yr): **09/2014**

Est. Design Cost: **\$25,000**

Est. Shelter Cost: **\$267,000**

Latitude of Shelter: **37.6952**

Longitude of Shelter: **97.3649 approx center NAD 83**

(decimal format)

Point where coordinates were taken: **701 N Amidon** (front door, center of driveway or road, etc.)

Design MUST be approved by FEMA prior to construction.

Est. Annual Shelter Maintenance Cost: **\$10,000**

In What Flood Zone is the Building Located: **X**

Include a copy of the Flood Insurance Rate Map.

Base Flood Elevation (100 yr): **1,297.00** *(if applicable)*

500 Year Flood Elevation: **0.00** *(if applicable)*

First floor elevation of the shelter MUST be at or above the 500 year flood elevation.

Additional Notes:

2. Scope of Work (SOW) - *(Describe in detail the proposed project)*

The proposed project is to design and construct a safe room (tornado shelter) in accordance with the criteria set forth in FEMA 361, Design and Construction Guidance for Community Shelters, ICC 500, and the National Storm Shelter Association (NSSA). SOW may include design, site work, necessary construction cost to comply with FEMA 361, testing, and inspection. Design plans for the shelter area will be forwarded to FEMA Region VII for review and approval prior to start of construction. Recommended changes identified during the FEMA review will be addressed and updated as necessary. Windows and/or doors and associated hardware will comply with FEMA 361. Construction will be in compliance with all local planning, zoning, building and other applicable codes.

Additional Scope of Work: *(Describe which room/s will be hardened, proposed construction method, how the cost was estimated, and any other information available that describes the project.)*

The proposed room will serve as a multi-purpose class room that will be used on a daily basis. Reinforced concrete walls and roof will surround the class room, restrooms and mechanical room housing additional equipment and battery backup. The cost was estimated by costing \$180 per sq ft.

NOTE: This program only provides for those costs that are consistent with the FEMA approved performance criteria (FEMA 361, ICC 500, and NSSA) of the safe room area as follows;

- a. Design and inspection activities,
- b. Site preparation and building foundation materials and construction,
- c. Structural systems capable of resisting the designed wind loads (250 mph) including roof decking and roof components,
- d. Protective envelope components such as;
 - Walls, ceiling/roof components and doors, and
 - Other retrofit hardening activities consistent with the above performance criteria
- e. Functional components such as;
 - Permanent electrical lighting meeting minimum code, ventilation, toilets and hand washing facilities and signage
- f. Safe room operations and maintenance plan.

Project components not directly related to the safe room performance criteria are NOT eligible.

A draft Safe Room Operations Plan must be submitted with the application. (plan requirements can be found in FEMA 361, Chap 9; available online @ fema.gov)

Scope of Work - Project Location

City or County Map with Project Site and Photographs (check the box to indicated the attached maps)

- Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
- USGS 1:24,000 topo map with project site marked on the map.
- Attach overview photographs (2 copies each) for each project site. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas which affect the project site or will be affected by the project.
- Attach Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) as appropriate. Identify the site location on the maps.

Attach 2 copies of each site photograph here

Clearly label the back of each photo
or
email digital photos to:

jacob.s.gray@us.army.mil

(If applicable)

Additional Notes:

Scope of Work - Performance

Project Milestones: *(List the major milestones in this project)*

Milestone	Number of Days to Complete
<i>[e.g. Design of shelter area]</i>	<i>60 days</i>
<u>Design</u>	<u>150 Days</u>
<u>Bidding</u>	<u>90 Days</u>
<u>Construction</u>	<u>545 days</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Additional Notes:

3. Alternative Actions *(This application cannot be reviewed if this section is incomplete)*

List **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative" (section A).

A. No Action Alternative

Discuss the impacts on the project area if no action is taken and the estimated losses.

Currently Botanica The Wichita Gardens does not have a shelter on site, if no action is the alternative, the current process for addressing emergency weather events is to advise all visitors and guest to find shelter off site.

B. Other Feasible Alternative

Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Please include scope of work, engineering details (if applicable), estimated budget and the impacts of this alternative.

1. Other Feasible Project Description and Scope of Work

Describe, in detail, the alternative project and estimated cost. Also, explain how the alternative project will solve the problem(s) / provide protection from the hazard(s).

A possible alternative would be to harden a select space within the current structure. This alternative would require the additional cost for demolition of an interior room, floor, roof to allow for construction to FEMA361/ICC500 specification.

2. Other Feasible Project Location

Attach a map or diagram showing the alternative site in relation to the proposed project site.

Photographs (2 copies) of alternate site.

Attach 2 copies of each photograph here

Clearly label the back of each photo.
or
email digital photos to:

jacob.s.gray@us.army.mil

(If applicable)

C. Reason for rejecting the "No Action" alternative and "Other Feasible" alternative.

It is estimated, because of the age of the current structure the costs would be prohibitive and the functionality of the space would change from its original intent. The distance away from the Downing Children's would not make the current structure practical for children attending education classes.

Environmental Documentation

- *If the project involves five or more acres of land* – provide a National Pollutant Discharge Elimination System (NPDES) permit from the U.S. Environmental Protection Agency
- *If the project is located outside of town/city limits* - provide documentation from the USDA National Resource Conservation Service (Prime, Unique or other Important Farmlands)
- *If the project will affect any low-income or minority groups in the project area* – provide applicable Environmental Justice information (census, economics, housing and employment)

Please address all these standard environmental issues as it pertains to the project

For each issue, determine the status by identifying and entering the **number** of the most appropriate response.

- 1.** - Not in the project area.
- 2.** - In the project area with no effect
- 3.** - Presence in area undetermined
- 4.** - In project area – effect unknown
- 5.** - Adverse effect

Standard issues are:	# of Response	Agency Contacted
● Aquatic/Terrestrial Biotic Resources	<u>1</u>	<u>KDWP&T</u>
● Designated Floodplain/Floodway	<u>1</u>	<u>DFIRM/FIS</u>
● Hazardous Materials	<u>1</u>	<u>Wichita Zoning</u>
● Historic Structures	<u>2</u>	<u>KSHS</u>
● Hydrology/Hydraulics	<u>1</u>	<u>DFIRM/FIS</u>
● Land Use/development Patterns	<u>2</u>	<u>Wichita Zoning</u>
● Local Economy/Community Services	<u>2</u>	<u>Wichita Zoning</u>
● Low Income or Minority Population	<u>1</u>	<u>Wichita Zoning</u>
● Prime Farmland	<u>1</u>	<u>Wichita Zoning</u>
● Slopes and Soils	<u>2</u>	<u>Wichita Zoning</u>
● Special Status Natural Areas	<u>1</u>	<u>KDWP&T</u>
● Threatened/Endangered Species	<u>1</u>	<u>KDWP&T</u>
● Water Quality	<u>2</u>	<u>Wichita Zoning</u>
● Wetlands	<u>1</u>	<u>KDWP&T</u>

Additional Notes:

FEMA can provide additional environmental technical assistance. Your State Hazard Mitigation Officer can provide FEMA Environmental points of contact.

Additional Documentation and/or Site Visits May Be Required For Final Environmental Review

Maintenance Agreement

Only applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, should sign the following agreement prior to submitting their application to FEMA.

NOTE: those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

The City of Wichita (name of school/facility) located within the City limits of Wichita, Kansas (school district/city) in **Sedgwick** County, State of Kansas, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as maintaining supply kits in shelter and shelter identification signs as well as updating shelter operations plan.

The purpose of this agreement is to make clear the Sub-grantee's maintenance responsibilities following project award and to show the Sub-grantee's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal, State and Local laws or regulations and which are in force on the date of project award.

Signed by _____ (printed or typed name of signing official) the duly authorized
_____ (title) of _____ (name of applicant),
this _____(day) of _____ (month), _____(year).

Signature: _____

ASSURANCES — CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden of estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, D.C. 20503.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-2S5), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and 111 of the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification

of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mr. Carl Brewer
APPLICANT ORGANIZATION Mayor, City of Wichita	DATE SUBMITTED

KANSAS EMERGENCY MANAGEMENT • HAZARD MITIGATION GRANT PROGRAM • REQUIRED DATA

Version 7/03

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier S-04-MC-20-0004
1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-construction	Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	3. DATE RECEIVED BY STATE	
		State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY	
		Federal Identifier S-04-MC-20-0004	
5. APPLICANT INFORMATION			
Legal Name: City of Wichita		Organizational Unit:	
		Department: Parks and Recreation	
Organizational DUNS: 04-306-34-60		Division: Botanica	
Address:		Name and telephone number of person to be contacted on matters involving this application (give area code)	
Street: 455 North Main		Prefix: Mr.	First Name: Marty
City: Wichita		Middle Name: R.	
County: Sedgwick		Last Name: Miller	
State: KS	Zip Code: 67202	Suffix:	
Country:		Email: mmiller@botanica.org	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 4 8 - 6 0 0 0 6 5 3		Phone Number (give area code) 316-264-0448	FAX Number (give area code) 316-264-0587
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>		7. TYPE OF APPLICANT: (See back of form for Application Types) C Local Government Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 9 7 - 0 3 9		9. NAME OF FEDERAL AGENCY: Federal Emergency Management Agency	
TITLE (Name of Program) Hazard Mitigation Grant Program (HMGP)		11. DESCRIPTIVE TITLE OF APPLICANTS PROJECT: Design and construct a safe room area IAW FEMA 361	
12. AREAS AFFECTED BY PROJECT (Cities, Countries, States, etc.) City of Wichita, KS			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date 11/01/13	Ending Date 11/01/15	a. Applicant 4th	b. Project 4th
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 118,093.00	a. YES. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:	
b. Applicant	\$.00	b. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372	
c. State	\$.00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$.00		
e. Other	\$ 173,907.00		
f. Program Income	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
g. TOTAL	\$ 292,000.00	<input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES.			
a. Authorized Representative			
Prefix Mr.	First Name Carl	Middle Name	
Last Name Brewer		Suffix	
b. Title Mayor		c. Telephone Number (give area code) 316-268-4331	
Email: cbrewer@wichita.gov		Fax Number (give area code) 316-858-7743	
d. Signature of Authorized Representative		e. Date Signed	

THIS SECTION FOR STATE USE ONLY

Eligibility in accordance with 44 CFR 206.434

44 CFR 206.434 (c)(1). Project is in conformance with State and Local Mitigation Plans.

44 CFR 206.434 (c)(2). Project has a beneficial impact on the designated disaster area, whether or not located in the designated area.

44 CFR 206.434 (c)(3). Project is in conformance with 44 CFR Part 9, Floodplain Management and protection of wetlands.

44 CFR 206.434 (c)(3). Project is in conformance with 44 CFR Part 10, Environmental Considerations.

44 CFR 206.434 (c)(4). Project solves a problem independently or constitutes a functional part of a solution where there is assurance that the project as a whole will be completed. Projects that only analyze hazards or problems are not eligible.

44 CFR 206.434 (c)(5). Project is cost effective.

44 CFR 206.434 (c)(5)(i-v). Project substantially reduces the risk of future damage, hardship, loss, or suffering resulting from a major disaster. The grantee must demonstrate this by documenting that the project;

(i) Addresses a problem that has been repetitive, (or)

(ii) Addresses a problem that poses a significant risk to public health and safety if left unsolved.

(iii) Will not cost more than the anticipated value of the reduction in both damages and subsequent negative impacts to the area if future disasters were to occur (computed on net present value)

(iv) Is the most practical, effective, and environmentally sound alternative from a range of options.

(v) Contributes, to the extent practicable, to a long-term solution to the problem.

(vi) Considers long-term changes to the area and entities it protects.

(vii) Has manageable future maintenance and modification requirements.

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council

SUBJECT: Bush Honeysuckle Program with the Kansas Forest Service (Districts I, II, III, IV, V and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent Item

Recommendation: Approve memorandum of understanding with the Kansas Forest Service.

Background: The Kansas Forest Service has been awarded a grant by the United States Department of Agriculture, Forest Service, to study the effects that bush honeysuckle has on both rural and urban forest populations in Kansas. The intent of the project is to determine the extent of honeysuckle within the state, provide awareness and assistance through education, as well as a honeysuckle management initiative regarding how to eliminate or reduce the spread of bush honeysuckle.

Bush honeysuckle is a woody invasive plant which forms a dense stand that shades out herbaceous plants and out-competes other tree species for resources. In general, bush honeysuckle reduces wildlife habitat, species diversity and causes a decline in the regeneration of Kansas dominant oak-hickory forest types.

Bush honeysuckle has already invaded and affected several parks in the Wichita area such as Oak Park and North Riverside Park in addition to park areas that have been designated as wildlife areas; Pawnee Prairie Park, Swanson Park, Meadows Park, Chisholm Creek Park, Glen Dey Park, Sim Park and Hellars Park.

Analysis: The goal of this project is to detect and slow the spread of honeysuckle around the state that is invasive in nature and inhibiting the growth of native or other plants. The Kansas Forest Service Bush Honeysuckle program allows the dollar-for-dollar and/or in kind services match, which will provide reimbursable opportunities over the next three years for the eradication of bush honeysuckle. A Memorandum of Understanding with the Kansas Forest Service is necessary to facilitate the reimbursement of funds from the USDA Forest Service up to \$10,000 for expenditures.

Financial Considerations: The Bush Honeysuckle Grant from the USDA Forest Service through the Kansas Forest Service is a reimbursable dollar-for-dollar and/or in kind services matching award. Funding will reimburse the City up to \$10,000, dollar-for-dollar matching expenditures, for bush honeysuckle eradication. The City has completed its portion of the match by using volunteers to remove Bush honeysuckle from two parks. The value of this volunteer work is in excess of \$10,000. The Kansas Forest Service will now reimburse the City for up to \$10,000 in additional expenses for commodities and services.

Legal Considerations: The Law Department has approved the memorandum of understanding with the Kansas Forest Services as to form.

Recommendations/Actions: It is recommended that the City Council 1) approve the memorandum of understanding and 2) authorize all necessary signatures.

Attachments: Memorandum of understanding.

Appendix A

Bush-Honeysuckle Strategy for Wichita Parks

The City of Wichita, Department of Park and Recreation has identified 11 parks that are extensively infested with bush honeysuckle.

The Department has started eradication efforts using volunteers in two of the parks. Additional volunteer efforts are planned to continue the eradication effort. The volunteers are pulling small plants up by the roots and cutting larger plants close to the ground. Staff certified pesticide applicators are working with these teams of volunteers and are applying herbicide to the stumps at time of cut. The large piles of cut brush are being hauled to the City of Wichita's construction and demolition land fill. The hauling is being accomplished by the Department's forestry section.

The expenses for these efforts are currently coming from the department's operating budget. These funds are small and efforts are not being accomplished on a scale that will effectively reduce the population of bush honeysuckle. Additional funding will enable the Department to be more aggressive in control and eradication efforts.

The Department desires to use chemical control measures in the fall to reduce larger areas than the hand work operation can cover. This operation will be accomplished through the use of mist blowing equipment. The chemical control will also be targeted to continue efforts in areas where the hand removal has been accomplished and re-sprouting has occurred.

Technical Support Nicole Opbroek
 Forest Health Specialist
 Kansas Forest Service
 785-532-3276
 nr Ricci@ksu.edu

David McGuire, Division Manager
Park Maintenance and Forestry
City of Wichita
316-268-4361
dmcguire@wichita.gov

Appendix B
Proposed Budget

Grant funds will be used as follows:	KSU/KFS Funding	Wichita In-kind Match
Volunteer Labor		\$10,000
2- Mist-blowers, back-pack, gasoline powered	\$1200	
20 Heavy duty loppers	\$1200	
20 Heavy duty hand saws	\$600	
30 Heavy duty round nose shovels	\$900	
10 cases (50 gallons) glyphosate	\$1000	
20 cases (60 gallons) Tordon RTU	\$3000	
Work gloves and misc. PPE for volunteer's	<u>\$2100</u>	_____
Total Budget	\$10,000	\$10,000

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 1st day of June, 2012.

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.

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council

SUBJECT: Proposed 2013 Contracted Maintenance Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the 2013 Contracted Maintenance Program.

Background: Each year, funding is allocated in the City's budget for the contracted repair and maintenance of City streets. The Contracted (Pavement) Maintenance Program (CMP) provides for outsourced street maintenance work, including concrete and asphalt pavement repair and reconstruction, curb and gutter repair and replacement, bridge deck repair and substructure painting, various asphalt surface treatments, crack sealing, and thermal crack repair. The CMP supplements the work done by City crews and is submitted for the City Council's approval on an annual basis.

Analysis: The City of Wichita's paved street network is comprised of more than 5,000 lane-miles of residential, collector and arterial streets and expressways, representing a total paved area in excess of 322 million square feet. In order to cost effectively maintain this vast network of assets, the City supplements the critical preventive, corrective and emergency maintenance efforts of the internal staff, by leveraging the resources and expertise of private contractors.

As proposed, the 2013 program will maintain over 100 lane-miles of arterial streets, and more than 130 lane-miles of residential streets. In addition, the program will address a number of other concerns, including supporting future pavement condition analysis and ongoing development of a pavement life-cycle cost analysis model, replacing noncompliant wheelchair ramps to meet current Americans with Disabilities Act guidelines, and providing engineering construction administration and inspection.

Financial Considerations: Proposed expenditures for the 2013 CMP total \$7,500,000. Funds totaling \$4,000,000 are allocated in the 2013 Adopted Budget for Pavement Maintenance. Funds in the amount of \$3,000,000 are allocated in the 2011-2020 Adopted Capital Improvement Program. The remaining \$500,000 was approved in 2012.

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

Recommendations/Actions: It is recommended that the City Council approve the 2013 Contracted Maintenance Program, adopt the bonding resolutions and authorize the necessary signatures.

Attachment: 2013 Contracted Maintenance Program Overview, bonding resolutions and CIP sheets.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:
 To Initiate Project
 To Revise Project

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works & Utilities	2. Initiating Division Maintenance	3. Date 3/5/2013	4. Project Description & Location 2013 CIP Cape Seal Maintenance, (Various Locations; Districts I, II, III, IV, V, VI)																
5. CIP Project Number	6. Accounting Number PROJECT # 472-85088 OCA # 707046	7. CIP Project Date (Year) 2013		8. Approved by WCC Date															
9. Estimated Start Date 2013	10. Estimated Completion Date 2013		11. Project Revised																
12. Project Cost Estimate				12A. <table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td>Platting Required</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Lot Split</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Petition</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Ordered by WCC</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Yes	No	Platting Required	<input type="checkbox"/>	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>	Petition	<input type="checkbox"/>	<input type="checkbox"/>	Ordered by WCC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
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Ordered by WCC	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
ITEM	GO	SA	KDOT		TOTAL														
Right of Way																			
Paving, grading & const.	\$605,700				\$605,700														
Bridge																			
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water																			
Traffic Signals & Turn Lanes																			
Totals	\$605,700			\$605,700															
Total CIP Amount Budgeted	\$605,700			\$605,700															
Total Prelim. Estimate	\$605,700			\$605,700															
13. Recommendation: Approve the Contracted Maintenance Program, adopt the resolution and authorize the necessary signatures																			
Division Head	Department Head		Budget Officer	City Manager															
			Date	Date															

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:
 To Initiate Project
 To Revise Project

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works & Utilities	2. Initiating Division Maintenance	3. Date 3/5/2013	4. Project Description & Location 2013 CIP Concrete Pavement Maintenance, Phases I and II (Various Locations; Districts I, II, III, IV)																
5. CIP Project Number	6. Accounting Number PROJECT # 472-85086/85087 OCA # 707045	7. CIP Project Date (Year) 2013		8. Approved by WCC Date															
9. Estimated Start Date 2013	10. Estimated Completion Date 2014		11. Project Revised																
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Ordered by WCC	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
ITEM	GO	SA	KDOT		TOTAL														
Right of Way																			
Paving, grading & const.	\$1,394,300				\$1,394,300														
Bridge																			
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water																			
Traffic Signals & Turn Lanes																			
Totals	\$1,394,300			\$1,394,300															
Total CIP Amount Budgeted	\$1,394,300			\$1,394,300															
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Division Head	Department Head		Budget Officer	City Manager															
			Date	Date															

Proposed 2013 Contracted Maintenance Program



Public Works & Utilities

Maintenance Division

December 2012

Proposed 2013 Contracted Maintenance Program

Introduction:

The City of Wichita's paved street network is comprised of more than 5,000 lane-miles of residential, collector and arterial streets and expressways, representing a total paved area in excess of 322 million square feet. In order to cost effectively maintain this vast network of assets, the City supplements the critical preventive, corrective and emergency maintenance efforts of its internal staff, by leveraging the resources and expertise of private contractors. Each year, contracted pavement maintenance efforts are proposed, and submitted for approval, in the Contracted (Pavement) Maintenance Program (CMP). In order to effectively manage both internal and external pavement maintenance resources, the Public Works & Utilities Department has always striven to effect "the right treatment, on the right road, at the right time". However, just as socioeconomic and technological influences have evolved over the years, so too must our approach. Consequently, the department is in the midst of developing a project selection, evaluation and reporting process that is intended to be:

1. More data driven, and less reliant on individual experience
2. More objective, relying greater on economic measures like return on investment (ROI) and remaining service life (RSL), and less on subjective measures like "good", "satisfactory", "poor", and the like
3. More supportive of experimentation and the incorporation of new technologies, and less adherent to past practice
4. Better able to quantify the cost of deferred maintenance
5. Better able to maximize the City's returns on future investments
6. Better able to assist in the identification of optimum funding levels

The department anticipates that this enhanced "Pavement Management System" will be fully implemented in 2015. Several components already underway in 2012 are being continued, and expanded on, in 2013. Consequently, the proposed 2013 Contracted Maintenance Program represents a blend of both the traditional and enhanced approaches, as follows.

Contracted Maintenance Program (CMP) Project Selection Process

Traditional Approach

Locations to be addressed in the CMP have traditionally been determined using the following criteria:

1. Pavement Condition Index (PCI)

Historically, every street segment in the City is reviewed and assigned a PCI number. The PCI number is determined by evaluating each segment for various pavement distresses. The PCI ranges from 0 to 100, with a value of 70 being presumed to be satisfactory. Streets with PCIs below 70, and especially below 50, have formally been considered first for inclusion in the CMP. PCIs have also been used to guide preventive maintenance, as funding allowed.

Proposed 2013 Contracted Maintenance Program

(Preventive maintenance delays streets from dropping into a lower condition range and, as a result, requiring much more expensive repairs.)

2. Completion of locations previously identified

If repairs to previously programmed locations are not able to be completed, they are typically included in the following year's CMP.

3. Complaints and Requests

Complaints and requests concerning existing street conditions (from citizens, City officials, and maintenance personnel) are addressed either in-house, or through the CMP. Locations of concern are continually evaluated against other, scheduled projects, and included when warranted.

4. Maintenance history and other, scheduled projects

If a particular street has required continued maintenance from City staff, or routine maintenance operations are no longer effective, it is considered for inclusion in the CMP. Streets that are scheduled to be repaired in other programs, such as the Capital Improvement Program (CIP), are not included in the CMP.

Once the CMP funding level is established, the program is developed. Expenses not considered to benefit any single district (inspection costs, bridge work, bike paths, etc.) are deducted first. Using the criteria above, the remaining funds are applied equally to each of the City's six districts.

2013 Enhanced Approach

As part of ongoing efforts to maximize the City's return on continued investments, several new concepts are proposed anew, or for continued exploration, in 2013.

1. Increased Preventive Maintenance

While preventive maintenance has historically been programmed as funding allows; it is apparent that, in order to ensure maximum return on investment, preventive maintenance must be made a priority. Much like maintaining a functional roof over one's home, the cost to maintain a good road, in good condition, is far less than the cost to rehabilitate a failed one. For example, a preservative seal can extend the service life of a good pavement by approximately 5 years, at a cost around \$1/sy, whereas milling and overlaying a bad pavement may extend the service life just 8-12 years, at a cost of \$10-\$15/sy. When applied to a hypothetical, quarter mile section of 4-lane arterial roadway (1 lane mile) the total cost to preservative seal the section at \$1/sy would be \$7,040. The total cost to mill and overlay the same section of roadway (7,040 sy) at a later date, assuming a midrange unit cost of \$12/sy, would be \$84,480. Assuming service lives of 5 and 10 years, respectively, one finds that it costs just \$1,408 to add one full lane-mile-year of service life by preservative sealing, while the cost to

Proposed 2013 Contracted Maintenance Program

add the same one lane-mile-year of service life via mill and overlay is eight times higher, at \$8,448.

When one considers, again, that the City’s paved street network consists of roughly 5,000 lane-miles of pavement, the financial prudence of preventive maintenance is clear. While we do not presently track overall network condition in terms of remaining service life, we know that each lane-mile has but a limited number of years remaining until the end of its useful service life. Thus, in the absence of any maintenance improvements over a one year period, we can surmise that the remaining service of each lane-mile will be reduced by one year. Applied across the entire network, this represents a total service life reduction of 5,000 lane-mile-years, each year. Pavement preservation treatments, as well as rehabilitative repairs and reconstruction, however, add service life to the network. In order to offset the annual loss, the City must add at least 5,000 lane-mile-years back to the system through its maintenance efforts each year. Any less, results in an overall decline of the network’s condition. Any more, and the overall condition improves.

While the City employs numerous strategies in its approach to pavement management, for the purpose of example, we’ll examine a simplified approach using four common treatments, including the two previously described, in the table below.

Treatment	Type	Approx. Cost/SY	Approx. Service Life Extension (Years)	Lane-mile-years Needed to Maintain Status Quo	Lane Miles to be treated	Cost to Maintain Status Quo (Using prescribed treatment alone)
Rejuvenating Seal	Preventive	\$1	5	5000	1000	\$7,040,000
Micro Surfacing	Preventive	\$3	6	5000	833	\$17,592,960
Mill & Overlay	Rehabilitation	\$12	10	5000	500	\$42,240,000
Asphalt Reconstruction	Reconstruction	\$35	25	5000	200	\$49,280,000

While none of the above hypothetical approaches is necessarily optimized for the City’s existing network, the exercise serves to illustrate two points. First, to successfully operate under the best of these scenarios – the one that serves to maximize ROI – one would need to begin with a near perfect system and repair 20% of that system each year. In reality, only about 20% of our existing system falls within the appropriate condition range for that treatment (and not all of those are asphalt pavements). Consequently, we must endeavor to employ some optimum combination of treatments across the full spectrum of pavement condition. Second, the example serves to demonstrate the scale of maintenance required, and alludes to the cumulative impact of deferred maintenance.

Proposed 2013 Contracted Maintenance Program

In light of its benefit, a marked increase in preventive maintenance expenditures was approved in 2012, and is proposed again for 2013. As demonstrated in the following table, proposed 2013 expenditures represent an 81% increase over last year's preventive maintenance spending level.

Preventive Maintenance Expenditures

Year	Project	Expenditure	Lane Miles
2011	Micro Surfacing Seal	\$322,000	9.76
	Preservative Seal	\$90,000	13.08
Total		\$412,000	22.84
2012	Micro Surfacing Seal	\$1,691,000	37.98
	Preservative Seal	\$122,000	54.89
Total		\$1,813,000	54.89
2013	Cape Seal	\$1,056,000	24.51
	Micro Surfacing Seal	\$1,005,000	28.78
	Preservative Seal	\$595,000	79.49
	Slurry Seal	\$461,000	21.15
	Ecopave Surface Seal	\$164,000	6.28
Total		\$3,281,000	160.21

2. Pavement Condition Rating Standardization and Pavement Life Cycle Cost Analysis

The Public Works & Utilities Maintenance Division has historically performed pavement condition assessment in general accordance with the methodology prescribed by the authors of its first Pavement Management System (PMS), which was purchased approximately 20 years ago. Since that time, however, the adoption of a new PMS (Lucity), turnover in the pavement condition assessment position, and efforts to make the resulting Pavement Condition Index more relatable, have resulted in a system more or less unique to the City of Wichita. While research suggests that such variation is common throughout the pavement maintenance industry, several standardized approaches are gaining acceptance, and offer the benefit of enhanced comparability among separate jurisdictions.

Further, ongoing economic pressures have proved the usefulness of the City's traditional Pavement Condition Index (PCI) somewhat limited. While the PCI does serve to effectively illustrate network trends (better or worse), it does not, in and of itself, afford an objective means of characterizing streets as "failed", "deficient", "in need of repair", or the like. Perhaps more importantly, neither does it afford an objective means of quantifying the cost of deferred maintenance. In order that we may accurately and objectively do so, an approach other than PCI is needed.

For the purpose of maximizing ongoing investments, the Public Works & Utilities Department believes it will be better served by evaluating economic measures, rather than PCI alone. By

Proposed 2013 Contracted Maintenance Program

modeling return on investment (ROI), network needs may be identified objectively, in terms of maximum ROI, rather than based on a certain level of PCI. To be truly effective, however, the data within the model must be thorough, accurate, and reliably measured.

As such, the department issued a Request for Proposal on Pavement Condition Survey, Assessment, and Inventory Services, and awarded the project to the team of Baughman Co., P.A., and MT Consulting in the fall of 2012. The project, anticipated to conclude in the spring of 2013, will accomplish the development and implementation of a standardized, reproducible pavement condition rating methodology, based largely on remaining service life. The project will also produce preliminary, predictive deterioration curves, based on both historical and newly acquired data. These predictive deterioration curves will serve as the backbone of future life-cycle modeling efforts.

In concert with ongoing raw data acquisition and analysis in 2013, department staff will seek to develop a pavement life cycle model capable of evaluating alternative strategies over an extended period (40 or more years) and establishing:

- 1.) The short and long term results of the department's existing strategy and budget,
- 2.) The strategy and budget required to maintain current condition and asset values,
- 3.) The strategy and budget that results in the optimum ROI.

Whether or not the department's existing software is fully capable of producing the desired results is not yet clear. As such, funds are proposed for inclusion in the 2013 CMP in the event that a middleware program is ultimately required.

Knowing that those streets rated in 2012 (using the newly developed methodology) will ideally be rated again in 2013, and annually thereafter, funds are also proposed in order to either contract again for the service, hire additional internal resources sufficient to manually accomplish the task, or purchase an automated data collection solution sufficient to accomplish the task using existing staff. As part of their larger, pavement rating standardization project, the Baughman/MT Consulting/department staff team will perform a cost-benefit analysis of each of these options, in order to determine the most cost-effective, long-term solution.

3. Pilot Projects

Several experimental (pilot) projects were conducted in 2012, in order to test the viability and acceptance of potentially cost effective alternative maintenance techniques. The pilot projects varied, from the use of nontraditional (to the City of Wichita), but industry endorsed treatments, to the use of longstanding treatments on different types of roads. Based on preliminary findings, the use of micro surfacing as a mitigative treatment, in lieu of more costly repair, appears among the most promising of these techniques. However, it and other piloted techniques will continue to be evaluated and incorporated into future preservation programs, as merited.

Proposed 2013 Contracted Maintenance Program

In the interest of aggressively pursuing and evaluating additional, potentially cost effective alternative maintenance techniques, the proposed 2013 program consists almost exclusively of pilot projects, as demonstrated below. The extent of experimentation continues to vary widely, from the use of new technologies, like Ecopave surface seal, to the use of higher quality aggregates in traditional treatments, as demonstrated in the following table.

2013 CMP Network Funding/Expenditures Summary

Proposed Project	Method/Technology Piloted	Hypothesis	Budget	Budget Allocation
Concrete Street Repair	Partial-depth Repair	Partial-depth repair, where appropriate, may result in reduced cost and higher ROI	\$1,250,000	16.7%
Cape Seal	Cape Seal	May be an economical alternative to Mill & Overlay (higher ROI)	\$1,056,000	14.1%
Micro Surfacing Seal	Finer Aggregate Gradation	Finer gradation may result in an improved surface, without sacrificing durability	\$1,005,000	13.4%
	Increased Aggregate Durability	A more durable aggregate may result in extended performance and higher ROI		
Preservative Seal	Roller Compaction	Roller compaction will promote increased aggregate incorporation, leading to extended performance and higher ROI	\$595,000	7.9%
Asphalt Street (Spot) Repair	Warm-mix Asphalt	Warm-mix asphalt will reduce the City's carbon footprint, and may result in reduced costs and higher ROI	\$462,000	6.2%
Slurry Seal	Finer Aggregate Gradation	Finer gradation may result in an improved surface, without sacrificing durability	\$461,000	6.1%
	Increased Aggregate Durability	A more durable aggregate may result in extended performance and higher ROI		
Thermal Crack Repair	Interlayer Reinforcement	Alternatives to traditional GlassGrid® interlayer technology may result in improved performance and higher ROI	\$239,000	3.2%
Ecopave Surface Seal	Ecopave Surface Seal	May be an economical alternative to slurry seal (higher ROI)	\$164,000	2.2%

Proposed 2013 Contracted Maintenance Program

Following evaluation of the pilot treatments and review of the life cycle modeling results, further enhancements will be made to future contracted maintenance programs.

2013 Contracted Maintenance Program Summary

Definitions

1. Asphalt Street Repair

“Asphalt street repair” includes various asphalt spot repairs, ranging from surface patching to full-depth removal and replacement, undertaken to strategically address myriad pavement distresses, such as block cracking and potholes.

2. Cape Seal

A “cape seal” is a multi-layer surface treatment that consists of the application of an asphalt emulsion chip seal, followed by the application of asphalt emulsion slurry seal. The chip seal serves as a waterproofing membrane, sealing the underlying pavement, while the slurry seal serves to bind the aggregate in place and provide a smooth driving surface.

3. Chip Seal

A “chip seal” is a single surface treatment that consists of a single layer of spray-applied asphalt binder, covered by a single application of aggregate. Its primary purpose is to seal, or waterproof, minor cracking in the underlying pavement.

4. Concrete Repair

“Concrete repair” traditionally includes the strategic full-depth removal and replacement of concrete pavement, in order to address myriad pavement distresses, including spalling and pop-outs.

5. Ecopave Surface Seal

“Ecopave” is a heavy-duty surface designed to seal pavement surfaces with small hairline cracks. It is designed to extend the life of pavements that have not yet deteriorated to the point of requiring a slurry seal.

6. Micro Surfacing Seal

In a “micro surfacing seal”, a mixture of relatively large aggregate, polymer modified emulsion, mineral filler and additives are combined and applied to an existing pavement using a specialized mixing and paving machine. The treatment is used to reduce water penetration, correct minor surface irregularities, improve aesthetics and extend the useful life of underlying pavement.

7. Preservative Seal

A “preservative seal” consists of the application of an emulsion specially formulated to penetrate, restore and preserve existing asphalt binders. By keeping the pavement flexible, it serves to seal against water intrusion, inhibit oxidation and improve aggregate retention.

Proposed 2013 Contracted Maintenance Program

8. Slurry Seal

A “slurry seal” is a basic surface sealing procedure in which a thin layer of fine graded aggregate, asphalt emulsion (as a binder) and mineral fillers is applied to the pavement. Its primary purpose is to retard water penetration, restore moderate to severe aggregate loss, improve aesthetics and extend the service life of the underlying pavement.

9. Thermal Crack Repair

“Thermal crack repair” consists of repairing large cracks in full-depth asphalt pavements by removing the top two inches of pavement and installing a pavement interlayer reinforcement system beneath a new layer of asphalt. The interlayer reinforcement deters the crack from reflecting back through the renewed surface.

Proposed Expenditures

Proposed 2013 contracted pavement maintenance expenditures total \$7.5 million. Funds totaling \$4.0 million are allocated in the 2012-2013 Adopted Budget for Pavement Maintenance. The remaining \$3.5 million are allocated in the 2011-2020 Adopted CIP.

2013 CMP Network Funding/Expenditures Summary

Funding Source/Project	Expenditures	Percentage
General Obligation Funding		
Micro Surfacing Seal	\$1,005,000	13.4%
Preservative Seal	\$595,000	7.9%
Cape Seal	\$513,000	6.8%
Asphalt Street Repair	\$462,000	6.2%
Slurry Seal	\$461,000	6.1%
Thermal Crack Repair	\$239,000	3.2%
Ecopave Surface Seal	\$164,000	2.2%
Engineering Salaries & Overhead*	\$313,000	4.2%
Contingency*	\$248,000	3.3%
CIP Street Improvement Funding		
Concrete Street Repair	\$1,250,000	16.7%
Cape Seal	\$543,000	7.2%
Pavement Condition Assessment & Life-cycle Model Development (Equipment/Software/Service)*	\$1,000,000	13.3%
Engineering Salaries & Overhead*	\$207,000	2.8%
CIP Street Rehabilitation Funding		
CIP Arterial Street Repair Funds*	\$265,500	3.5%
CIP KLINK Resurfacing Funds (\$200,000 KDOT Match)*	\$177,000	2.4%
Engineering Salaries & Overhead*	\$57,500	0.8%
Total Funding	\$7,500,000	100.0%

*Denotes non-district-specific expenditures

Proposed 2013 Contracted Maintenance Program

2013 District-specific Construction Expenditures Summary

Project	District					
	1	2	3	4	5	6
Asphalt Street Repair	\$32,000	\$0	\$65,000	\$124,000	\$0	\$241,000
Cape Seal	\$167,000	\$74,944	\$117,200	\$183,000	\$149,000	\$364,856
Concrete Street Repair	\$310,000	\$158,000	\$435,000	\$347,000	\$0	\$0
Ecopave Surface Seal	\$0	\$50,000	\$0	\$0	\$114,000	\$0
Micro Surfacing	\$106,000	\$230,000	\$147,000	\$132,000	\$226,000	\$164,000
Preservative Seal	\$53,000	\$117,000	\$43,000	\$56,000	\$184,000	\$142,000
Slurry Seal	\$152,000	\$167,000	\$0	\$0	\$142,000	\$0
Thermal Crack Repair	\$22,000	\$126,000	\$64,000	\$0	\$27,000	\$0
District Totals*	\$842,000	\$922,944	\$871,200	\$842,000	\$842,000	\$911,856
*2012 Transit Funding Carry-Over Adjustment	-\$30,000	\$50,944	-\$800	-\$30,000	-\$30,000	\$39,856
*District Totals Before Carry-Over Adjustment	\$872,000	\$872,000	\$872,000	\$872,000	\$872,000	\$872,000

2013 CMP Network Impact Summary

Project	Total Square Yards	Arterial Lane Miles	Residential Lane Miles	Total Lane Miles
Preservative Seal	559,635	17.66	61.83	79.49
Asphalt Street Repair	7,242	13.71	16.78	30.49
Micro Surfacing Seal	202,638	24.48	4.3	28.78
Cape Seal	171,534	22.73	1.78	24.51
Thermal Crack Repair	4,263	9.56	11.68	21.24
Slurry Seal	148,894	2.49	18.66	21.15
Concrete Street Repair	33,276	8.08	10.69	18.77
Ecopave Surface Seal	44,246	0	6.28	6.28
CIP KLINK Resurfacing	37,450	5.32	0.00	5.32
CIP Arterial Street Repair	6,600	3.88	0.00	3.88
Totals	1,215,778	107.91	132.00	239.91

Proposed 2013 Contracted Maintenance Program

Proposed Locations

District I

STREET	FROM	TO	PROJECT
Oliver	25th St N	1750' S of 25th St N	Asphalt Street Repair
21st St	Oliver	Pinecrest	Cape Seal
Hydraulic	Harry	Mt. Vernon	Cape Seal
Ohio	3rd St	Central	Cape Seal
8th St	Cleveland	9th St	Concrete Street Repair
9th St	8th St	Minnesota	Concrete Street Repair
Broadview	8th St	Murdock	Concrete Street Repair
Murdock	Belmont	Roosevelt	Concrete Street Repair
Washington	Southeast Blvd	Kellogg	Concrete Street Repair
Zimmerly	Mead	Washington	Concrete Street Repair
25th St N	Hillside	Minnesota	Micro Surfacing
Ellis	Lincoln	Morris	Micro Surfacing
Lulu	Lincoln	Bayley	Micro Surfacing
Central	Vassar	Oliver	Micro Surfacing
Area of S of Waterman and E of McLean			Preservative Seal
26th St N	Minnesota	Madison	Preservative Seal
Bluff	21st St	24th St	Preservative Seal
Estelle	Lewis	Douglas	Preservative Seal
Lorraine	13th St	17th St	Preservative Seal
Piatt Cir-2701	26th St N	NE Cul-De-Sac	Preservative Seal
Volutsia	Morris	Gilbert	Preservative Seal
Waterman	Wichita	Washington	Preservative Seal
27th St N	Grove	Volutsia	Slurry Seal
Grove	Raleigh	27th St N	Slurry Seal
Hillside	37th St N	45th St N	Slurry Seal
Mosley	Harry	Boston	Slurry Seal
Hillside	Bayley	Harry	Thermal Crack Repair
Oliver	Central	9th St	Thermal Crack Repair

Proposed 2013 Contracted Maintenance Program

District II

STREET	FROM	TO	PROJECT
Edgemoor	N of Kellogg	Douglas	Cape Seal
Mission	Rockwood	Central	Concrete Street Repair
Orme	Rock	Eastmoor	Concrete Street Repair
Rock	Grail	Kellogg Dr (S)	Concrete Street Repair
Area of N of Pawnee and E of Rock			Ecopave Surface Seal
13th St	Greenwich	K-96	Micro Surfacing
Central	Vassar	Oliver	Micro Surfacing
Pawnee	Oak Knoll	Rock	Micro Surfacing
Regency Lakes	21st St	Ayesbury	Micro Surfacing
16th St	Armour	Woodlawn	Preservative Seal
Armour	13th St	16th St	Preservative Seal
Bluestem	Rock	White Oak	Preservative Seal
Capri	Mt Vernon	Cherry Creek	Preservative Seal
Cherry Creek	Pawnee	Linden	Preservative Seal
Cypress	Linden	Harry	Preservative Seal
Longford	Cypress	Harry	Preservative Seal
Mt Vernon	White Oak	Capri	Preservative Seal
White Oak	Cherry Creek	Bluestem	Preservative Seal
Zimmerly	Rock	Linden	Preservative Seal
Area of W of Greenwich and S of I-35			Preservative Seal
Area of W of 143rd St E and S of 21st St			Preservative Seal
Area of N of 13th St E and W of 127th St E			Slurry Seal
Area of N of 13th St E and W of Gouverneur			Slurry Seal
Area of N of Harry and W of 143rd St E			Thermal Crack Repair
Area of N of 37th St N and E of Woodlawn			Thermal Crack Repair
143rd St E	Harry	Twin Lakes	Thermal Crack Repair
Harry	Triple Crown	Brookhaven	Thermal Crack Repair
Lincoln	Webb	Breckenridge	Thermal Crack Repair

Proposed 2013 Contracted Maintenance Program

District III

STREET	FROM	TO	PROJECT
Hillside	31st St S	Pawnee	Asphalt Street Repair
K-15 (NB)	Wassall	Hydraulic	Cape Seal
Broadway	MacArthur	N of 47th St S	Cape Seal
Bunting	Drolinger	Green Acres	Concrete Street Repair
Christine	Lincoln	Grand	Concrete Street Repair
Drolinger	Mt Vernon	Kinkaid	Concrete Street Repair
Erie	Kinkaid	Clark	Concrete Street Repair
Gilbert	Edgemoor	Christine	Concrete Street Repair
Kinkaid	Drolinger	Wallace	Concrete Street Repair
Kinkaid	Erie	Lorraine	Concrete Street Repair
Morris	Edgemoor	Lightner	Concrete Street Repair
Pershing	Lincoln	Orme	Concrete Street Repair
Volutsia	Kinkaid	Clark	Concrete Street Repair
Zimmerly	Edgemoor	Christine	Concrete Street Repair
Broadway	Mt. Vernon	Blake	Micro Surfacing
Funston & Roosevelt			Micro Surfacing
Hydraulic	Mt. Vernon	SE Blvd	Micro Surfacing
Lincoln	Edgemoor	Woodlawn	Micro Surfacing
Area of N of 55th St S and W of Clifton			Preservative Seal
Mt. Vernon	Greenway	Broadway	Preservative Seal
Pawnee	Mead	Hydraulic	Preservative Seal
71st St S	Cider	Rutan	Thermal Crack Repair
Cider	Grove	71st St S	Thermal Crack Repair
Grove	63rd St S	Cider	Thermal Crack Repair
Hillside	Harry	Skinner	Thermal Crack Repair
Pershing	Kinkaid	Mt Vernon	Thermal Crack Repair
Hillside	Bayley	Harry	Thermal Crack Repair

Proposed 2013 Contracted Maintenance Program

District IV

STREET	FROM	TO	PROJECT
Area of N of 31st St S and E of Meridian			Asphalt Street Repair
Broadway	MacArthur	N of 47th St S	Cape Seal
Southwest Dr	1739 S SW Blvd	2011 S SW Blvd	Cape Seal
Bonn	Pawnee	Lydia	Concrete Street Repair
Dodge	Orient	Walker	Concrete Street Repair
Euclid	Pawnee	Lydia	Concrete Street Repair
Haskell	St Clair	Vine	Concrete Street Repair
Merton	Sedgwick	St. Clair	Concrete Street Repair
Sedgwick	Esthner	Harry	Concrete Street Repair
Sheridan	Taft	S End	Concrete Street Repair
St Clair	May	Dora	Concrete Street Repair
McLean	Harry	Pawnee	Micro Surfacing
Area of N of Pawnee and E of 135th St W			Preservative Seal
Area of S of Pawnee and E of 135th St W			Preservative Seal
Area of N of MacArthur and E of Hoover			Preservative Seal
Area of W of Maize and N of K-42			Preservative Seal
MacArthur	Hoover	West St	Thermal Crack Repair

Proposed 2013 Contracted Maintenance Program

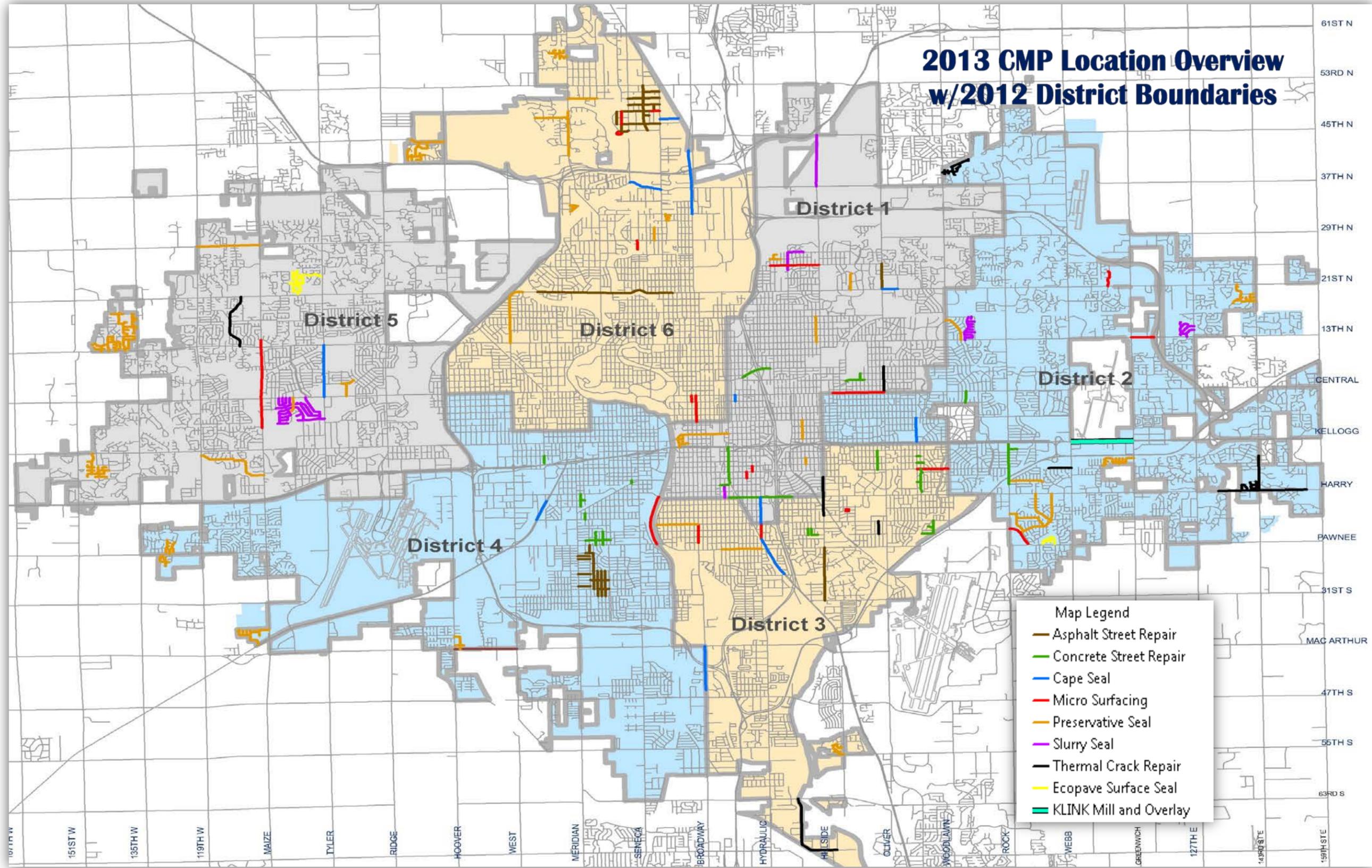
District V

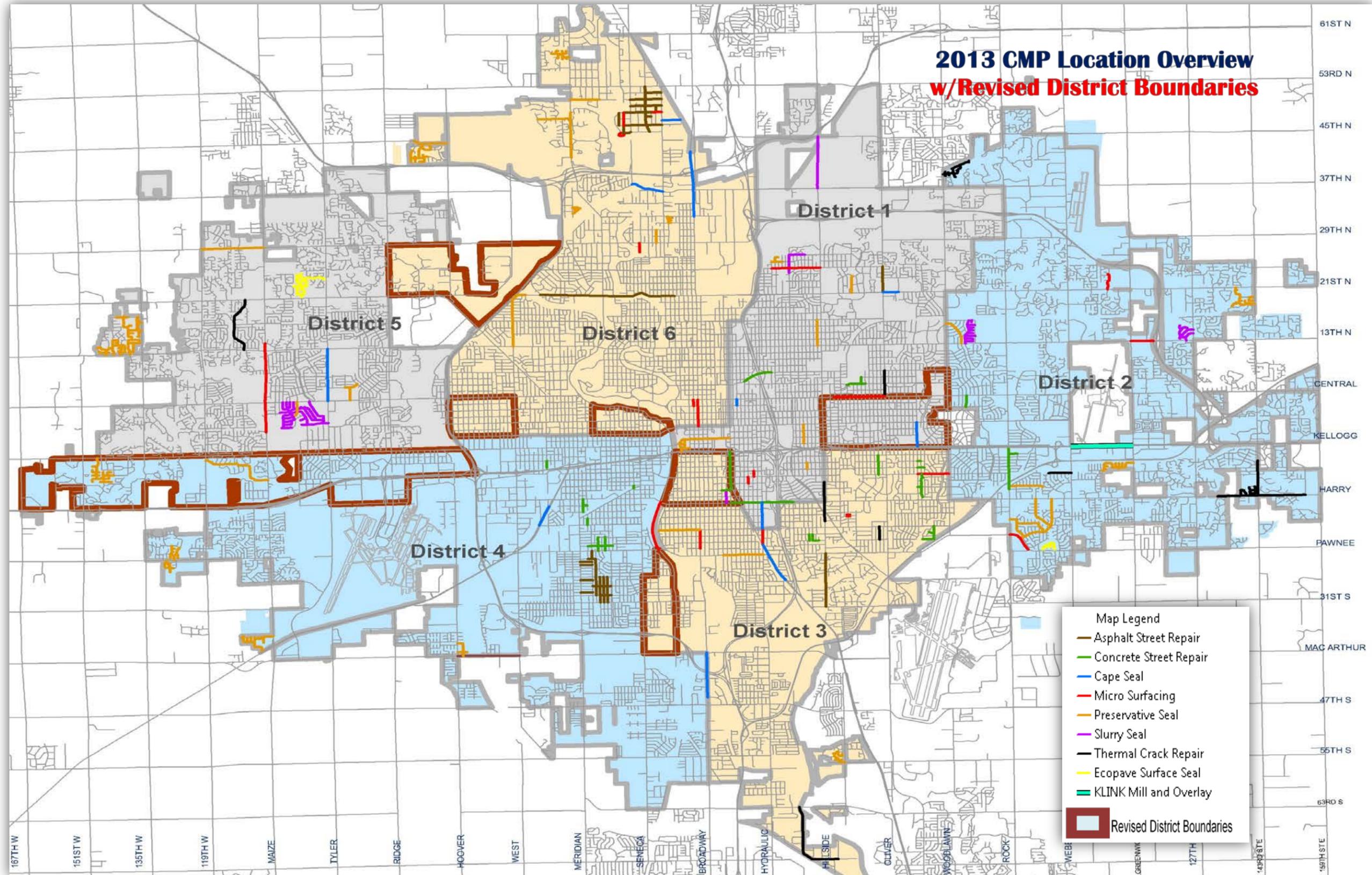
STREET	FROM	TO	PROJECT
Tyler	Central	13th St	Cape Seal
Area of N of 21st St and W of Tyler			Ecopave Surface Seal
Maize	Bridge/S of Central	Central	Micro Surfacing
Maize	Central	Aloma	Micro Surfacing
Area of N of 13th St and W of 135th St W			Preservative Seal
Area of S of Maple and E of 151st St W			Preservative Seal
29th St N	119th St W	Maize	Preservative Seal
3rd St	Caddy	Fairway	Preservative Seal
Bekemeyer	Redbarn	Reca	Preservative Seal
Caddy	Central	3rd St	Preservative Seal
Hidden Valley	Circle Lake	Maize	Preservative Seal
Socora	Bekemeyer	Central	Preservative Seal
Taft	119th St W	Circle Lake	Preservative Seal
Area of S of Central and W of Tyler			Slurry Seal
Area of S of Central and E of Maize			Slurry Seal
Parkdale	21st St	13th St	Thermal Crack Repair

Proposed 2013 Contracted Maintenance Program

District VI

STREET	FROM	TO	PROJECT
Area of N of 46th St N and W of Arkansas			Asphalt Street Repair
21st St	Amidon	Bridge at McLean	Asphalt Street Repair
21st St	Amidon	Waco (W)	Asphalt Street Repair
37th St N	Arkansas	West at Bridge	Cape Seal
48th St N	Arkansas	East End	Cape Seal
Broadway	33rd St N	North at City Limits	Cape Seal
49th St N	Arkansas	Jeanette	Micro Surfacing
Broadway	Douglas	Central	Micro Surfacing
Market	3rd St	Central	Micro Surfacing
Salina	29th St N	S End	Micro Surfacing
Sullivan Cir-4648	46th St N	Alexander	Micro Surfacing
Sullivan	47th St N	49th St N	Micro Surfacing
Area of E of Meridian and S of 37th St N			Preservative Seal
Area of N of 53rd St N and W of Meridian			Preservative Seal
Area of S of 33rd St N and E of Arkansas			Preservative Seal
Area of S of 45th St N and W of Hoover			Preservative Seal
21st St	Westdale	Bridge	Preservative Seal
51st St N	Meridian	Delaware	Preservative Seal
Keywest	Meridian	Portwest	Preservative Seal
Mascot	29th St N	31st St N	Preservative Seal
Meridian	42nd St N	Harbor Light	Preservative Seal
West St	13th St	Westdale	Preservative Seal





First Published in the Wichita Eagle on March 22, 2013

RESOLUTION NO. 13-046

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CAPE SEAL MAINTENANCE (472-85088) AT VARIOUS LOCATIONS THROUGHOUT THE CITY

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

SECTION 1. That it is necessary to maintain asphalt pavements, at various locations throughout the City, using cape seal treatments.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the costs associated with performing cape seal maintenance at various locations, throughout the City. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$605,700, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 19th day of March, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on March 22, 2013

RESOLUTION NO. 13-047

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CONCRETE PAVEMENT MAINTENANCE (472-85086 & 472-85087) AT VARIOUS LOCATIONS THROUGHOUT THE CITY

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

SECTION 1. That it is necessary to maintain concrete pavements at various locations, throughout the City.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the costs associated with performing concrete pavement maintenance at various locations, throughout the City. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$1,394,300, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 19th day of March, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council Members

SUBJECT: Repairs to I-135 from 37th Street North to the North City Limits of Park City (Districts I and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The Kansas Department of Transportation (KDOT) intends to repair I-135 from 37th Street North to the north city limits of Park City. The scope of the project is heavy pavement rehabilitation, including bridge repairs, lighting, and permanent signing upgrades. The work will be completed by KDOT and will take place within the existing right-of-way. Construction will occur mainly during nights and weekends starting in the spring of 2014.

Analysis: An agreement has been prepared between the City of Wichita, the City of Park City, and KDOT authorizing the repair work along a designated connecting link between all three entities.

Financial Considerations: The City assumes no financial responsibility as I-135 is owned by the State of Kansas and all repair work will be funded by KDOT.

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

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

Attachments: Agreement.

PROJECT NO. (I)135-87 KA-0733-01
NHPP-1351(207)
HEAVY ROADWAY REHABILITATION
CITY OF PARK CITY, KANSAS
CITY OF WICHITA, KANSAS

A G R E E M E N T

This Agreement is by and among **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **Cities of Park City, Kansas and Wichita, Kansas** (individually, the "City," and collectively, the "Cities"), **all together**, the "Parties."

RECITALS:

- A. The Secretary has authorized a heavy roadway rehabilitation project, as further described in this Agreement.
- B. The Secretary and the Cities are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the Cities.
- C. The Secretary desires to construct the Project on I-135, a city connecting link for the State Highway System, and each City agrees to the Project in that City.
- D. The Secretary and the Cities desire to enter into an Agreement to make improvements to the state highway through the use of state or federal funds or a combination of state and federal funds.
- E. Under the terms of the Federal-Aid Highway Act and the rules and regulations of the Federal Highway Administration (FHWA), state and cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and streets, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of the State of Kansas and federal requirements.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. "**City**" or "**Cities**" means the City of Park City, Kansas with its place of business at 6110 N. Hydraulic, Park City, KS 67219; and City of Wichita, Kansas, with its place of business at 455

N. Main Street, Wichita, KS 67202; individually referred to as the "City" and collectively referred to as the "Cities."

3. "**Construction**" means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. "**Design Plans**" means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
5. "**Effective Date**" means the date this Agreement is signed by the Secretary or his designee.
6. "**Encroachment**" means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
7. "**FHWA**" means the Federal Highway Administration, a federal agency of the United States.
8. "**KDOT**" means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
9. "**Letting**" or "**Let**" means the process of receiving bids and awarding a Construction contract for any portion of the Project.
10. "**Non-Participating Costs**" means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
11. "**Participating Costs**" means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
12. "**Parties**" means the Secretary of Transportation and KDOT, individually and collectively, and the Cities.
13. "**Project**" means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: **Heavy roadway rehabilitation with bridge repair and lighting upgrade on I-135, from the Junction of I-135/K-96 (37th Street North), North to North City Limits of Park City in Sedgwick County, Kansas, and is the subject of this Agreement.**
14. "**Right of Way**" means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
15. "**Secretary**" means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

16. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly and/or indirectly serves the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Project Construction.** The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement.

2. **Right of Way Acquisition.** In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state or federal funds or a combination of state and federal funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.

3. **Design, Letting, and Administration.** The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, to negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state or federal funds or a combination of state and federal funds.

4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act, including but not limited to the exceptions and maximum liability provisions, the Secretary shall defend, indemnify, hold harmless, and save the Cities and their authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary’s employees, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the Cities for negligent acts or omissions of the Cities or their authorized representatives or employees.

5. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the Cities from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor’s agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Cities defends a third party’s claim, the Contractor shall indemnify the Secretary and the Cities for damages paid to the third party and all related expenses either the Secretary or the Cities or any Party incur in defending the claim

6. **Utilities.**

- (a) **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated

in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Cost of Relocation.

- (i) If the City has a population of less than 2,501 (based on the U.S. Bureau of Census- 2010 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.
- (ii) If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Legal Authority.** Each City shall, by resolution or other official act, authorize the Secretary to undertake and complete the Project within the corporate limits of the City. Each City further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
2. **City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of that City as shown on the final Design Plans, for the purpose of constructing and maintaining the Project. Neither the Secretary nor the FHWA shall participate in the cost of the Right of Way or easements, unless the Secretary determines the City will incur an unnecessary hardship. Each City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, each City acknowledges the execution and transferring of the deeds and easements by that City to the Secretary is an obligation of each City for this Agreement and Construction of the Project.
3. **Removal of Encroachments.** Each City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

4. **Future Encroachments.** Except as provided by state and federal laws, each City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than of the distance permitted by the National Fire Code from the Right of Way line.

5. **Use of Right of Way.** All Right of Way provided for the Project shall be used solely for public highway purposes.

Trails and Sidewalks on Right to Way. With regard to any bike or pedestrian paths or sidewalks ("Trails/Sidewalks") constructed pursuant to the Design Plans, the City agrees as follows:

(a) **City Responsible for Repairs and Providing Alternative Accessible Routes.** Each City agrees that the primary purpose of the Right of Way is for the construction and maintenance of I-135. In the event that the construction or maintenance of I-135 reasonably requires the Trail/Sidewalk to be damaged or removed, each City shall be responsible for all repairs to the Trail/Sidewalk within its jurisdiction made necessary as a result of I-135 construction or maintenance. In the event the Trail/Sidewalk within its jurisdiction is temporarily closed or removed for any reason and for any length of time, that City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(b) **Interference with KDOT Right of Way.** If the Secretary, in his or her sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(c) **Incorporation of Trail/Sidewalk into Local Transportation System.** The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

6. **Parking Control.** Each City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

7. **Access Control.** Each City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

8. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, each City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for preliminary

engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:
 - (a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the Cities the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the Cities and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the Cities and the Secretary shall approve such revisions before they become effective.
 - (b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.
3. **City Connecting Link.** The Secretary and each City have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties' intention that the agreements for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link agreements is not be affected by this Agreement. If necessary, the Secretary and each City will execute a new city connecting link agreement to include the Project.
4. **Civil Rights Act.** The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.
5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
6. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Cities and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. **Counterparts.** Each of the Parties to this Agreement represents and warrants they have authority to execute this Agreement. This Agreement may be executed at different times and in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

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

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

Signatures continue on following page

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

APPROVED this ___ day of _____, 2013, by the governing body of THE CITY OF PARK CITY, KANSAS

ATTEST: THE CITY OF PARK CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Signatures continue on following page

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

APPROVED this ___ day of _____, 2013, by the governing body of THE CITY OF WICHITA, KANSAS

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

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.

City of Wichita
City Council Meeting
March 5, 2013

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

Recommendation: Authorize payment of \$55,000 as a full settlement for all claims arising out of an arrest.

Background: This claim arises from a call on a disturbance at a local restaurant where Ms. Little was intoxicated and belligerent. During questioning officers attempted to handcuff Ms. Little. Afterwards, it was determined that her humerus was broken. Ms. Little alleges she incurred physical injuries as a result of the handcuffing.

Analysis: The claimant has agreed to accept a lump sum payment of \$55,000 as full settlement of all her claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is from the City's Tort Claims Fund.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$55,000.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$55,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: None

City of Wichita
City Council Meeting
March 5, 2013

TO: Mayor and City Council

SUBJECT: North Industrial Corridor (NIC) Settlement Offer by Wilko Paint

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Accept the settlement offer from Wilko Paint as a Participant in the North Industrial Corridor Project.

Background: The North Industrial Corridor (NIC) consists of approximately 4,011 acres of urban industrial, commercial, recreational, residential, and agricultural property bounded roughly by I-235 on the north, Second Street on the south, Market/Waco on the west, and Hydraulic on the east. Investigations under the Environmental Protection Agency have revealed the presence of environmental contamination in the areas within the site.

To facilitate economic development, the City of Wichita entered into a settlement agreement with the Kansas Department of Health and Environment (KDHE). The City agreed to:

- Conduct a Remedial Investigation/Feasibility Study (RI/FS) Program.
- Create a redevelopment of Central Business District Area (Tax Increment Finance area).
- Establish a certificate and release program.

The City signed a participation agreement with a group of twenty-eight representatives identified as the NIC Participants. The Participation Agreement included provisions for limited funding of the RI/FS from the Participants, the formation of the NIC Technical Advisory Committee, and an agreement from the Participants to be part of the Remedial Design/Remedial Action allocation process.

Camp, Dresser, & McKee, Inc. (CDM) was retained to conduct the RI/FS for the NIC Site. CDM identified and allocated past and future costs to the participants. KDHE approved the final RI and RI Addendum reports in 2007.

Analysis: Wilko Paint had previously made a participant payment of \$10,000. Wilko Paint has offered \$60,000 additional to settle, for a total of \$70,000 of CDM's allocated \$75,309. The City's NIC Settlement Committee unanimously approved to recommend the settlement.

Financial Considerations: Wilko Paint's total settlement of \$70,000 represents 93% of Wilko's estimated allocation of \$75,309.

Legal Considerations: The Law Department negotiated the settlement agreement with Wilko Paint and approved the settlement agreement as to form.

Recommendations/Actions: It is recommended that the City Council accept the settlement offer and authorize the necessary signatures.

Attachment: None.

Second Reading Ordinances for March 5, (first read on February 26, 2013)

Douglas Block Parking Garage. (District I)

ORDINANCE NO. 49-449

An ordinance amending Ordinance No. 49-079 authorizing the issuance of certain bonds of the City of Wichita, Kansas to pay all or a portion of the costs of land acquisition and construction of a public parking garage and urban park in the Douglas Place redevelopment Project Area.

Broadway Bridge at 34th Street South. (District III)

ORDINANCE NO. 49-450

An ordinance amending Ordinance No. 49-349 of the city of Wichita, Kansas declaring the Broadway Bridge at 34th Street South (472-84965) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

Improvements to 135th Street West from Kellogg to Onewood. (District IV)

ORDINANCE NO. 49-451

An ordinance amending Ordinance No. 49-206 of the City of Wichita, Kansas declaring 135th Street West, between Kellogg and Onewood street (472-84915) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

***CUP2012-00037 and ZON2012-00035 - Creation of the Davis-Moore Automotive Community Unit Plan ("CUP") DP-331 and zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC"). (District II)**

ORDINANCE NO. 49-452

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.

***PUD2012-00004 – Create PUD #39, the Kia Planned Unit Development, on property zoned LI Limited Industrial (“LI”), generally located south of West Kellogg and east of South Tyler Road. (District IV)**

ORDINANCE NO. 49-453

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.

***DER2013-00001 – Request for Street Name Change from N Greenway Blvd to Veterans Pky located south of Central, west of Broadway, from Central to 2nd Street. (District VI)**

ORDINANCE NO. 49-454

An ordinance changing a street name from N Greenway Blvd to Veterans Pky.