

Table of Contents

| | |
|--|-----|
| Agenda | 3 |
| IV-1. Kansas State Use Law. | |
| Agenda Report No. IV-1. | 10 |
| Ordinance No. 49-679. | 12 |
| Delineated Ordinance. | 14 |
| IV-2. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III) | |
| Agenda Report No. IV-2. | 16 |
| Supporting Documents | 18 |
| V-1. CON2014-00001 – Conditional Use Request to Permit a Wireless Communication Facility with a 140-foot Tall Monopole on SF-5 Single-Family Zoned Property Generally Located Midway Between Seneca and Meridian Streets, North of 53rd Street North and North of 57th Street North on the West Side of Legion Street, 5855 N. Legion Street. (District VI) | |
| Agenda Report No. V-1 | 34 |
| Resolution No. 14-103 | 37 |
| Background Information, Site Plan and Protest Maps. | 40 |
| CON2014-00001 3-6-14 MAPC MIN EXCERPT ii. | 46 |
| VII-1. Resolution Changing the Name of Wichita Mid-Continent Airport. | |
| Agenda Report No. VII-1 | 56 |
| Resolution No. 14-104 | 57 |
| II-1. Report of Board of Bids and Contracts dated April 7, 2014. | |
| Board of Bids | 59 |
| II-3. Preliminary Estimates. | |
| Preliminary Estimates. | 70 |
| II-4a. Memorandum of Understanding for Little Arkansas River Watershed Protection Plan. | |
| Agenda Report No. II-4a | 73 |
| II-4b. Agreement for Professional Services for the 2013 Equus Beds Accounting and Annual Report. | |
| Agenda Report No. II-4b | 78 |
| Equus Bed Exhibit B | 88 |
| II-5. Contracts and Agreements for March 2014. | |
| Agenda Report No. II-5 | 89 |
| II-6. Sedgwick County Interlocal and Oaklawn Agreements. | |
| Agenda Report No. II-6 | 91 |
| Interlocal Agreement - Sedgwick County 2014 | 92 |
| Sedgwick County Oaklawn and Wichita Transit Service Agreement 2014 | 102 |
| II-7. Unsafe Structures. (Districts II, IV, V and VI) | |
| Agenda Report No. II-7 and Property List and Ordinance No. 49-680. | 105 |
| II-8. Nuisance Abatement Assessments, Lot Clean Up. | |

| | |
|---|-----|
| Agenda Report No. II-8, Ordinance No. 49-681 and List of Properties | 109 |
| II-9. Buffalo Park Land and Water Conservation Fund (LWCF) Grant Application. (District V) | |
| Agenda Report No. II-9 | 113 |
| II-10. 2014 Funding Contributions for the Cheney Lake Watershed Water Quality Project. | |
| Agenda Report No. II-10 | 114 |
| II-11. Historic Preservation Fund Grant Applications for Two Historic Preservation Projects in Wichita. | |
| Agenda Report No. II-11 | 121 |
| South Linwood Park Grant Application | 122 |
| Old City Hall Grant Application | 139 |
| II-12. Granting of Easements at 10651 West Maple. (District IV) | |
| Agenda Report No. II-12 | 150 |
| Supporting Documents | 151 |
| II-13. Agreement between Kansas Gas and Electric Company and City of Wichita for Relocation of Light Poles on North Amidon. (District VI) | |
| Agenda Report No. II-13 | 168 |
| Westar Settlement Agreement_- _Amidon_road_widening_project[1]. | 169 |
| II-15. *DED2014-00002 – Dedication of Utility Easement located west of Meridian, North of Maple. (District IV) | |
| Agenda Report No. II-15 | 171 |
| Supporting Documents | 172 |
| II-16. *SUB2014-00007 -- Plat of Capall Baile Addition Located on the East Side of 143rd Street East, South of 31st Street South. (County) | |
| Agenda Report No. II-16 | 173 |
| Supporting Documents | 175 |
| II-17. *ZON2010-00028– City zone change from SF 5 Single family Residential to LC Limited Commercial and OW Office Warehouse, generally located west of North Meridian Avenue and north of K-96, (CUP 2010-00016). (District VI) | |
| Agenda Report No. II-17 | 179 |
| Ordinance No. 49-682 | 181 |
| Background Information. | 182 |

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 8, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on April 1, 2014

AWARDS AND PROCLAMATIONS

Proclamations:

LOVE Wichita Day
Honor Earth Week
National Community Development Week

Recognition:

If I Were Mayor...LKM essay winner
SELECTION OF VICE MAYOR

- Ballot Selection of Vice Mayor

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. Sybil Strum - Legalizing drugs can be bad.

II. CONSENT AGENDAS

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Kansas State Use Law.

RECOMMENDED ACTION: Adopt the amended Purchasing Ordinance and place on first reading Ordinance amending section 2.64.020 of the Code of the City of Wichita pertaining to the Purchasing Policy.

(9:30 a.m. or soon thereafter)

2. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures

Property Address

Council District

- | | |
|------------------------------------|-----|
| a. 1947 S. Water (Commercial Bldg) | III |
| b. 1325 N. Wabash | I |
| c. 2527 E. Murdock | I |
| d. 1325 N. Madison | I |
| e. 2017 N. Madison | I |
| f. 1658 N. Spruce | I |
| g. 1658 N. Green | I |

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of ; (2) the structure has been secured as of and will continue to be kept secured; and (3) the premises are mowed and free of debris as of , as will be so maintained

during renovation.

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. CON2014-00001 – Conditional Use Request to Permit a Wireless Communication Facility with a 140-foot Tall Monopole on SF-5 Single-Family Zoned Property Generally Located Midway Between Seneca and Meridian Streets, North of 53rd Street North and North of 57th Street North on the West Side of Legion Street, 5855 N. Legion Street. (District VI)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions, and authorize the Mayor to sign the resolution (requires a three-quarter majority vote to override the protests), or 2) Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a two-thirds majority vote to override the MAPC's recommendation), or 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (requires a simple majority vote).

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. Resolution Changing the Name of Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the naming resolution and authorize the necessary signatures and all future actions required to implement the name change.

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel for Mayor Carl Brewer to attend The National Training Center Military Training in Fort Irwin, CA., April 21-24, 2014. All incurred expenses will be reimbursed by the US Army.

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

*****Workshop to follow in Council Chambers*****

(ATTACHMENT 1 – CONSENT AGENDA ITEMS)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

| | | |
|-----------------|----------------------------|-----------------------------------|
| <u>Renewal</u> | <u>2014</u> | <u>(Consumption on Premises)</u> |
| Chen Lin | Bai Wei** | 1845 South Rock Road |
| Steven T Knolla | Knolla's Pizza East, LLC** | 7732 East Central Suite 123 |
| <u>Renewal</u> | <u>2014</u> | <u>(Consumption off Premises)</u> |
| Nuot Nguyen | Thai Binh Mrt*** | 1530 West 21st Street |
| Dzung Banh | KC Gas and Groceries #3*** | 1955 South Washington |

* Tavern (less than 50% of gross revenues from sale of food)

**General/Restaurant (need 50% or more gross revenue from sale of food)

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

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

3. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contracts:

- a. Memorandum of Understanding for Little Arkansas River Watershed Protection Plan.
- b. Agreement for Professional Services for the 2013 Equus Beds Accounting and Annual Report.

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

5. Contracts and Agreements for March 2014.

RECOMMENDED ACTION: Receive and file.

6. Sedgwick County Interlocal and Oaklawn Agreements.

RECOMMENDED ACTION: Approve the Interlocal and Oaklawn agreements.

7. Unsafe Structures. (Districts II, IV, V and VI)

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

8. Nuisance Abatement Assessments, Lot Clean Up.

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

9. Buffalo Park Land and Water Conservation Fund (LWCF) Grant Application. (District V)

RECOMMENDED ACTION: Authorize staff to submit the LWCF grant application and authorize the necessary signatures.

10. 2014 Funding Contributions for the Cheney Lake Watershed Water Quality Project.

RECOMMENDED ACTION: Approve the MOU and working agreement, including funding contributions, and authorize the necessary signatures

11. Historic Preservation Fund Grant Applications for Two Historic Preservation Projects in Wichita.

RECOMMENDED ACTION: Approve submission of the grant proposals and authorize the City Manager to sign the applications.

12. Granting of Easements at 10651 West Maple. (District IV)

RECOMMENDED ACTION: Approve the easements, approve the maintenance agreements, and authorize the necessary signatures.

13. Agreement between Kansas Gas and Electric Company and City of Wichita for Relocation of Light Poles on North Amidon. (District VI)

RECOMMENDED ACTION: Approve the agreement and authorize the Mayor to sign.

14. Second Reading Ordinances: (First Read April 1, 2014)

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.

15. *DED2014-00002 – Dedication of Utility Easement located west of Meridian, North of Maple. (District IV)

RECOMMENDED ACTION: Accept the Dedication.

16. *SUB2014-00007 -- Plat of Capall Baile Addition Located on the East Side of 143rd Street East, South of 31st Street South. (County)

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

17. *ZON2010-00028– City zone change from SF 5 Single family Residential to LC Limited Commercial and OW Office Warehouse, generally located west of North Meridian Avenue and north of K-96, (CUP 2010-00016). (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change request to LC zoning on the platted portion of the application area, authorize the mayor to sign the ordinance and place the ordinance on first reading (simple majority vote required).

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.

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.

**City of Wichita
City Council Meeting
April 8, 2014**

TO: Mayor and City Council
SUBJECT: Kansas State Use Law
INITIATED BY: Department of Finance
AGENDA: New Business

Recommendation: Adopt the Ordinance to provide for utilization of the Kansas State Use Catalog.

Background: K.S.A. 75-3317, pertaining to the Kansas State Use Law (KS SUL) requires state agencies, universities, and school districts to purchase available products manufactured and services provided by disabled employees (qualified vendors). Applicable agencies are required to purchase certain products and services from a catalog called “Products and Services Manufactured and Offered by Blind and Severely Disabled Kansans.” Unified school districts are required to purchase products from the catalog, but are exempted from the requirement to purchase services (K.S.A.-3321). Purchases of products and services through the KS SUL total over \$7 million annually. The intent of “The Kansas Use Law” is to help provide employment for Kansans who are blind or severely disabled. Purchase of products and services from these exceptional Kansans helps them be a productive force contributing to the economy of the state. Many of the participating providers are located in Wichita, including: Business Technology Career Opportunities, Inc., Envision, Goodwill and KETCH.

The Kansas State Use Catalog is available online at www.ksstateuse.org Products include a variety of garbage bags, printer cartridges, air filters, pens, towels and safety glasses. Services include shredding, call center operations, digital imaging, scanning and sorting. The State Use Law Committee currently oversees the program (although this committee will be abolished effective July 1, 2014 under the provisions of K.S.A. 75-3322c). Among its responsibilities are to ensure that prices in the catalog are reflective of the market, and to adopt regulations and policies related to the KS SUL. Qualified vendors are required to publish an annual report describing the volume of purchases and a summary of waivers requested and issued (K.S.A. 75-3322b).

Cities and counties are not statutorily required to participate in the KS SUL program. The City of Wichita has the ability (based on Ordinance 2.64.020(j)) to purchase from contracts of other governmental entities, but only when those contracts are the result of public bidding. Products and services offered under the KS SUL catalog are not the result of public bidding, so the City of Wichita is not permitted to directly purchase from the catalog under the current Purchasing Ordinance. To purchase products or services from KS SUL qualified vendors, the City would need to solicit bids or proposals and the qualified vendors would need to provide the lowest bid or best proposal.

Analysis: To participate in the KS SUL program, amendment of the Purchasing Ordinance and Section 2.64.020 of the City Code would be necessary to permit the City to purchase from the KS SUL catalog without utilizing a competitive bidding process for applicable products and services. The Purchasing Manager would determine when products and services meet its requirements, are comparable in quality, and are offered at a fair and reasonable price. The KS SUL provides many benefits by: providing meaningful employment and training; advocating self-sufficiency and reducing the cost of service care for people with disabilities; encouraging community involvement and support of people who have disabilities; and increasing growth and the local economy in Kansas.

Kansas State Use Law

Financial Considerations: Participation in the KS SUL is not expected to result in any changes to the City's approved budgeted expenditures.

Legal Considerations: The Law Department has reviewed and approved the amended Ordinance providing for utilization of Kansas State Use Catalog.

Recommendation/Action: It is recommended that the City Council adopt the amended Purchasing Ordinance and place on first reading the Ordinance amending sections ~~2.64.010 and~~ 2.64.020 of the Code of the City of Wichita pertaining to the Purchasing Policy.

Attachments: Purchasing Ordinance

CLEAN

DATE

ORDINANCE NO. 49-679

AN ORDINANCE AMENDING SECTION 2.64.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO PURCHASING POLICIES AND PROCEDURES AND REPEALING THE ORIGINALS OF SAID SECTION.

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

SECTION 1. Section 2.64.020 of the Code of the City of Wichita, Kansas shall read as follows:

Sec. 2.64.020. Public bidding required.

The city purchasing manager shall advertise for bids in the official city newspaper for all purchases which exceed the sum of twenty-five thousand dollars. The twenty-five thousand dollar bidding limitation shall apply to all except the following purchases which may be negotiated by the city purchasing manager:

- (a) Emergencies. Sanitary or storm sewer stoppages or breaks, water line breaks, gas line breaks, street repairs resulting from such stoppages or breaks, and other emergencies as designated and approved by the city manager;
- (b) Sole Source of Supply. When material, supplies or services to be purchased are available from only one person, firm, original manufacturer or local franchised dealer. This includes major equipment repairs or other existing equipment where parts are only available from the original manufacturer or local franchised dealer;
- (c) Public Exigency. In those instances when public exigency will not permit the delay incident to advertising as determined and approval by the city manager;
- (d) No Bids Received. In those instances when no bids have been received after formal advertising, the purchasing manager is authorized to negotiate those purchases subject to ratification and approval by the governing body;
- (e) Price Established by Law. The purchasing manager is authorized to enter into contracts for material, supplies or services where the prices are established by law;
- (f) Resale Items. The purchasing manager is authorized to negotiate purchases for material, supplies or services for resale to the public;

(g) High Technology Items. The purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body;

(h) Insurance. The purchasing manager is authorized to negotiate the purchase of all insurance coverages subject to ratification and approval by the governing body;

(i) Service Agreements for Major Equipment. The purchasing manager is authorized to negotiate service agreements for major equipment maintenance with the manufacturer or an authorized service agency;

(j) Intergovernmental Cooperative Contracts and Agreements. The purchasing manager is authorized to purchase supplies, services and equipment from contracts and agreements of other governmental entities which have been awarded, subject to public bidding and approved by the proper governmental entities authority;

(k) Security Matters. The purchasing manager is authorized to enter into contracts for material, supplies or services related to the security of city-owned facilities, city personnel, city-owned property or the general public.

(l) Kansas State Use Catalog. The Purchasing Manager is authorized to purchase supplies, services and equipment from the Kansas State Use Catalog and will determine when products meets City requirements, are comparable in quality, and are offered at a fair and reasonable price.

SECTION 2. The original Section 2.64.020 of the Code of the City of Wichita, Kansas shall be repealed in its entirety.

SECTION 3. This ordinance shall take effect upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 15th day of April, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

DELINEATED

DATE

ORDINANCE NO. 38-122

AN ORDINANCE AMENDING SECTION 2.64.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO PURCHASING POLICIES AND PROCEDURES AND REPEALING THE ORIGINALS OF SAID SECTION.

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

SECTION 1. Section 2.64.020 of the Code of the City of Wichita, Kansas shall read as follows:

Sec. 2.64.020. Public bidding required.

The city purchasing manager shall advertise for bids in the official city newspaper for all purchases which exceed the sum of twenty-five thousand dollars. The twenty-five thousand dollar bidding limitation shall apply to all except the following purchases which may be negotiated by the city purchasing manager:

- (a) Emergencies. Sanitary or storm sewer stoppages or breaks, water line breaks, gas line breaks, street repairs resulting from such stoppages or breaks, and other emergencies as designated and approved by the city manager;
- (b) Sole Source of Supply. When material, supplies or services to be purchased are available from only one person, firm, original manufacturer or local franchised dealer. This includes major equipment repairs or other existing equipment where parts are only available from the original manufacturer or local franchised dealer;
- (c) Public Exigency. In those instances when public exigency will not permit the delay incident to advertising as determined and approval by the city manager;
- (d) No Bids Received. In those instances when no bids have been received after formal advertising, the purchasing manager is authorized to negotiate those purchases subject to ratification and approval by the governing body;
- (e) Price Established by Law. The purchasing manager is authorized to enter into contracts for material, supplies or services where the prices are established by law;
- (f) Resale Items. The purchasing manager is authorized to negotiate purchases for material, supplies or services for resale to the public;

(g) High Technology Items. The purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body;

(h) Insurance. The purchasing manager is authorized to negotiate the purchase of all insurance coverages subject to ratification and approval by the governing body;

(i) Service Agreements for Major Equipment. The purchasing manager is authorized to negotiate service agreements for major equipment maintenance with the manufacturer or an authorized service agency;

(j) Intergovernmental Cooperative Contracts and Agreements. The purchasing manager is authorized to purchase supplies, services and equipment from contracts and agreements of other governmental entities which have been awarded, subject to public bidding and approved by the proper governmental entities authority;

(k) Security Matters. The purchasing manager is authorized to enter into contracts for material, supplies or services related to the security of city-owned facilities, city personnel, city-owned property or the general public.

(l) Kansas State Use Catalog. The Purchasing Manager is authorized to purchase supplies, services and equipment from the Kansas State Use Catalog and will determine when products meets City requirements, are comparable in quality, and are offered at a fair and reasonable price.

SECTION 2. The original Section 2.64.020 of the Code of the City of Wichita, Kansas shall be repealed in its entirety.

SECTION 3. This ordinance shall take effect upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of

_____, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council
SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
(Districts I and III)
INITIATED BY: Metropolitan Area Building and Construction Department
AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On February 25, 2014, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The City Council adopted a resolution providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on April 8, 2014.

Analysis: On February 3, 2014, the Board of Building Code Standards and Appeals (BBCSA) held a hearing on the properties listed below:

| <u>Property Address</u> | <u>Council District</u> |
|------------------------------------|-------------------------|
| a. 1947 S Water (Commercial Bldg.) | III |
| b. 1325 N Wabash | I |
| c. 2527 E. Murdock | I |
| d. 1325 N Madison | I |
| e. 2017 N Madison | I |
| f. 1658 N Spruce | I |
| g. 1658 N Green | I |

Detailed information/analyses concerning the properties are included in the attachments.

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

Legal Considerations: The resolutions and notices of hearing have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date as of April 8, 2014; (2) the structures have been secured as of April 8, 2014, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of April 8, 2014, and will be so maintained during renovation.

If any of the above conditions are not met, the Metropolitan Area Building and Construction Department will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Memorandums to Council, case summaries, and resolution.

DATE: March 25, 2014

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 1947 S WATER (COMMERCIAL BLDG)

LEGAL DESCRIPTION: LOTS 38 AND 40, ON WATER STREET, ENGLISH'S NINTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame commercial building about 42 x 69 feet in size. Vacant for many years, this structure has a badly deteriorated wood and composition roof with missing shingles; rotted wood siding; rotted framing members; and rotted fascia and wood trim.

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

- A. Those which show thirty-three percent or more of damage or deterioration of the supporting members or fifty percent or more of damage or deterioration of the non-supporting enclosing or outside walls or covering.**
- B. Those, which have become or are so dilapidated, decayed, unsafe, unsanitary or which so utterly fail to provide the habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein.**
- C. Those having light, air, and sanitation facilities which are inadequate to protect the health, safety or general welfare of human beings who live or may live therein.**

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: March 25, 2014

BCSA GROUP # 1

ADDRESS: 1947 S WATER (COMMERCIAL BLDG)

ACTIVE FIELD FILE STARTED: November 30, 2012

NOTICE(S) ISSUED: Since November 30, 2012, a notice of violation and pre-condemnation letter have been issued. There have been several tall weeds cases against this property, four of which resulted in abatement mowing by the City's contractor. In November 2012, there was a nuisance case for bulky waste, as a result of the demolition of a lean to structure. The owner cleaned up the property.

PRE-CONDEMNATION LETTER: December 5, 2012

TAX INFORMATION: The taxes are current.

COST ASSESSMENTS/DATES: There is a 2011 special assessment for weed mowing in the amount of \$253.36 and two 2012 special assessments for weed mowing in the total amount of \$246.62.

PREMISE CONDITIONS: There is tree waste and some bulky waste on the rear premises.

VACANT NEGLECTED BUILDING REPORT: None

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: This property has been mowed by the City contractor on four different occasions, twice in 2010 and twice in 2011 at a total cost of \$486.00.

POLICE REPORT: There was 1 count of larceny B in 2010 and 1 count of embezzlement of property and 1 incident of a public accident-fall, in 2013.

FORMAL CONDEMNATION ACTION INITIATED: March 28, 2013

RECENT DEVELOPMENTS: No repairs made to the structure. The structure is not secure.

HISTORIC PRESERVATION REPORT: No Impact.

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the June 3, 2013 Board of Building Code Standards and Appeals hearing, the new owner, Michael Burk, was present. Chairman Coonrod explained that the Board's concern was the exterior condition of the property. Mr. Burk said he had cleared the trash from the site and had secured the structure. Board Member Webb inquired whether the openings of the building were boarded. Mr. Burk responded that they were boarded up.

Mr. Burk told the Board that he would like to have an extension until November 2013 for bringing the exterior into compliance. He said the previous owner may have the option of recovering the property, and Mr. Burk explained that he didn't want to put money into the repairs only to have the property reclaimed by the previous owner. Mr. Van Zandt advised the Board that there are legal remedies that Mr. Burk could take to eliminate the risk of losing the property to the previous owner on redemption.

Board Member Crotts made a motion to grant an extension until the September meeting, at which time Mr. Burk will report back to the Board with an update on the status of the property condition if it is not in compliance by that time, maintaining the site in a clean and secure condition in the interim. Board Member Webb seconded the motion. The motion was approved.

At the September 9, 2013 Board of Building Code Standards and Appeals hearing, the owner, Michael Burk, was present.

Mr. Burke said that he had the deed to the property, he was waiting for the redemption period to expire before he started any rehabilitation on the property.

Janet Fry, a resident in the area that lives diagonally across from 1947 S. Water, asked to speak to the Board. She said the property has been vacant for a number of years. There have been cats living in the building, as well as gang members using the site. During a neighborhood cleanup in April, an entire dump truck was filled with items from that particular property as part of an interior cleaning. The front lawn was mowed and some trees were trimmed, but nothing else was done all summer. Ms. Fry said she had a business card with the owner's name and contact information. She told the Board that she had left a message on the voice mail about two weeks ago asking that they have someone mow the yard. There was no response until the weekend prior to the Board meeting. She emphasized it was an eyesore and a hazard for the neighborhood. During the summer months when the grass was very high, it was difficult to see on coming traffic when trying to turn onto Mt. Vernon. Additionally, the condition of the site is affecting the other property values in the area.

Board Member Harder made a motion that an extension be granted until the December meeting, maintaining the property in a clean and secure condition in the interim. If there are complaints in the meantime regarding the clean and secure state of the site, the Board will review the situation with the possibility of withdrawing the extension and submitting the property to the City Council with a recommendation of condemnation. Board Member Crotts amended the motion, adding that if progress toward rehabilitating the property have not begun by the December meeting, the property will be referred to the City Council for condemnation, and the premise must be mowed every two weeks during the growing season. Mr. Burke will be required to reappear before the Board at the December hearing to report on the status of the property. The motion carried.

At the December 2, 2013 Board of Building Code Standards and Appeals hearing, the owner, Michael Burk, appeared. In response to Chairman Coonrod's inquiry about the status of the property, Mr. Burk told the Board that he had a plan to rehabilitate the property. Mr. Burk distributed paperwork showing that the site was up for sale. He said that although previous financing had fallen through, he would continue to seek new financing as well as try to sell the property. Zoning restrictions have made it necessary to revert to residential use for the property. Although a building permit was secured for converting the structure into a two-family dwelling, no

work has been started due to the loss of financing. Mr. Burk said he had only had a clear title for the property for approximately two weeks.

Chairman Coonrod told Mr. Burk that the Board's concern was the building's exterior. Mr. Burk said he understood but didn't want to make any changes to the exterior until the rehabilitation could proceed as originally planned.

Board Member Harder made a motion that an extension be granted until the regularly scheduled February 3rd meeting, maintaining the site in a clean and secure condition and having all debris removed from the property in the interim. At the February meeting, Mr. Burk must show that rehabilitation or sale of the property is moving forward in a timely manner, or the property will be submitted to the City Council with a recommendation of condemnation with ten days to begin demolition and ten days to complete the removal of the structure. Board Member Doeden seconded the motion. The motion carried. (Board Member Banuelos was not present for this vote.)

At the February 3, 2014 Board of Building Code Standards and Appeals hearing, owner, Michael Burk, was present. Mr. Burk told the Board that Mennonite Housing had expressed an interest in buying the property; however, the organization would not have funds available to purchase it until August 2014. At that time, Mennonite Housing would raze the structure and build a new one.

Chairman Coonrod asked Ms. Legge if her section had received many complaints about the property. Ms. Legge responded that there had not been as many complaints during the winter because there had not been an issue with tall grass and weeds.

Board Member Wilhite made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin wrecking the structure and ten days to complete the demolition. Board Member Willenberg seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 25, 2014

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1325 N WABASH

LEGAL DESCRIPTION: LOTS 21-23 WABASH AVE. BURLEIGH'S 3RD ADD.

DESCRIPTION OF STRUCTURE: A one-story, frame dwelling about 45 x 25 feet in size. Vacant and open, this structure has a badly cracked and shifting concrete block foundation; rotted wood lap siding; rotted front and rear wood porch decks; and rotted wood trim.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: March 25, 2014

BCSA GROUP # 4

ADDRESS: 1325 N WABASH

ACTIVE FIELD FILE STARTED: November 18, 2009

NOTICE(S) ISSUED: Since November 18, 2009, a notice of violation and pre-condemnation letter have been issued. In November of 2013 a new owner was located and two additional notices of violation were issued to the new owner. On February 4, 2013, a nuisance case was started for bulky waste, scattered debris, and salvage material.

PRE-CONDEMNATION LETTER: September 30, 2013

TAX INFORMATION: The 2013 taxes are delinquent in the amount of \$132.75.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: There is tall grass and weeds, tree debris and some bulky waste on the premises.

VACANT NEGLECTED BUILDING REPORT: None

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: None

POLICE REPORT: There was 1 count of larceny B in 2009 and 1 count of burglary of the residence in 2012.

FORMAL CONDEMNATION ACTION INITIATED: November 20, 2013

RECENT DEVELOPMENTS: There is a new owner of this property. The premises has been cleaned up. The porch has been removed and permits have been obtained.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. & A. RECOMMENDATION: At the February 3, 2014 Board of Building Code Standards and Appeals hearing, no one appeared on behalf of this property. Chairman Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to start demolition and ten days to complete razing of the structure. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 25, 2014

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 2527 E MURDOCK

LEGAL DESCRIPTION: LOT 30, PARKMORE 2ND ADD.

DESCRIPTION OF STRUCTURE: A one-story, frame duplex about 32 x 33 feet in size. Vacant and open, this structure has cracking concrete basement walls; deteriorated and missing siding shingles; badly worn composition roof, with holes; dilapidated porches; rotted and missing fascia and wood trim; and the 20 x 20 foot garage and 15 x 18 foot shed are dilapidated.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: March 25, 2014

BCSA GROUP # 4

ADDRESS: 2527 E MURDOCK

ACTIVE FIELD FILE STARTED: March 21, 2007

NOTICE(S) ISSUED: Since March 21, 2007, numerous notices have violation have been issued. There is an open neglected building case in Penalty status. On June 20, 2013, a nuisance case was started for tall weeds, scattered debris and bulky waste.

PRE-CONDEMNATION LETTER: August 28, 2013

TAX INFORMATION: The 2013 taxes are delinquent in the amount of \$245.65.

COST ASSESSMENTS/DATES: There is a 2012 special assessment for graffiti removal in the amount of \$203.72.

PREMISE CONDITIONS: There is tall grass and weeds and tree debris on the premises.

VACANT NEGLECTED BUILDING REPORT: There is an active neglected building case in penalty status.

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: None

POLICE REPORT: There was 1 count of arson non-dwelling in 2008.

FORMAL CONDEMNATION ACTION INITIATED: November 20, 2013

RECENT DEVELOPMENTS: No repairs have been made. The structure is open.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the February 3, 2014 Board of Building Code Standards and Appeals hearing, no one appeared on behalf of this property. Board Member Willenberg made a motion to submit the property to the City Council recommending condemnation, with ten days to begin wrecking and ten days to complete removal. Board Member Banuelos seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 25, 2014

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1325 N MADISON

LEGAL DESCRIPTION: LOTS 114 AND 116, ON MADISON AVENUE, IN ELEVENTH STREET ADD.

DESCRIPTION OF STRUCTURE: A one-story, frame dwelling about 32 x 36 feet in size. Vacant and open, this structure has a cracking and shifting block foundation; rotting and missing wood lap siding; badly worn composition roof; deteriorated front and rear porches; missing windows; rotted and missing window and door frames; and rotted fascia and wood trim.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: March 25, 2014

BCSA GROUP # 4

ADDRESS: 1325 N MADISON

ACTIVE FIELD FILE STARTED: July 9, 2012

NOTICE(S) ISSUED: Since July 9, 2012 a notice of improvements and several violation notices have been issued. On June 21, 2013 a nuisance case was started for dead and broken trees, scattered debris, bulky waste, salvage material and tall weeds.

PRE-CONDEMNATION LETTER: August 21, 2012

TAX INFORMATION: 2012 taxes are delinquent in the amount of \$124.83 and 2013 taxes are delinquent in the amount of \$126.95.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: There is tall grass and weeds and bulky waste on the premises. There is ongoing illegal dumping at this property.

VACANT NEGLECTED BUILDING REPORT: None

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: None

POLICE REPORT: There was 1 incident of disturbing the peace with a phone call/domestic violence and 1 miscellaneous report in 2009; and 1 count of battery in 2011.

FORMAL CONDEMNATION ACTION INITIATED: November 20, 2013

RECENT DEVELOPMENTS: No repairs have been made, the structure is open and is being entered by unauthorized persons.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. & A. RECOMMENDATION: At the February 3, 2014 Board of Building Code Standards and Appeals hearing, no one appeared on behalf of this property. Board Member Wilhite made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin razing the building and ten days to complete the demolition. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 25, 2014

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 2017 N MADISON

LEGAL DESCRIPTION: LOT 16, BLOCK 3, BUILDERS SECOND ADDITION

DESCRIPTION OF STRUCTURE: A one-story, brick over frame dwelling about 25 x 35 feet in size. Vacant and open, this structure has collapsing concrete basement walls; failing brick facade with sections fallen and missing; exposed framing members; sagging composition roof; and rotted soffit, fascia and wood trim.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: March 25, 2014

BCSA GROUP # 4

ADDRESS: 2017 N MADISON

ACTIVE FIELD FILE STARTED: November 13, 2013

NOTICE(S) ISSUED: Since November 13, 2013, a notice of violation and pre-condemnation have been issued.

PRE-CONDEMNATION LETTER: November 13, 2013

TAX INFORMATION: The 2010, 2011, 2012, and 2013 taxes are delinquent in the amount of \$1747.99.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: There is tall grass and weeds and bulky waste on the premises.

VACANT NEGLECTED BUILDING REPORT: None

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: None

POLICE REPORT: There was 1 incident of disorderly conduct in 2008.

FORMAL CONDEMNATION ACTION INITIATED: November 20, 2013

RECENT DEVELOPMENTS: No repairs have been made. The structure is secure.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the February 3, 2014 Board of Building Code Standards and Appeals hearing, no one appeared on behalf of this property. Board Member Redford made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to finish removing the structure. Board Member Willenberg seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 25, 2014

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1658 N SPRUCE

LEGAL DESCRIPTION: THE WEST 65 FEET OF LOTS 48 AND 50, NOW SPRUCE, LOGAN ADDITION

DESCRIPTION OF STRUCTURE: A one-story, frame dwelling about 23 x 27 feet in size. Vacant and open, this structure has a deteriorating, flat roof; cracking and missing stucco siding; cracking concrete front porch; exposed, rotted framing members; rotted wood trim; and the 8 x 8 foot accessory shed is deteriorated.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: March 25, 2014

BCSA GROUP # 4

ADDRESS: 1658 N SPRUCE

ACTIVE FIELD FILE STARTED: March 22, 2007

NOTICE(S) ISSUED: Since March 22, 2007, a notice of improvements and numerous violation notices have been issued. This case was in neighborhood court in 2011.

PRE-CONDEMNATION LETTER: March 13, 2013

TAX INFORMATION: The 2008, 2009, 2010, 2011, 2012, and 2013 taxes are delinquent in the amount of \$659.39. It was removed from tax foreclosure due to bankruptcy filing.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: There is tall grass and weeds and bulky waste on the premises.

VACANT NEGLECTED BUILDING REPORT: None

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: None

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: November 20, 2013

RECENT DEVELOPMENTS: No repairs have been made. The structure is secure.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: There have been previous condemnation cases against other properties belonging to the owner of this property.

BOARD OF B. C.S. &A. RECOMMENDATION: At the February 3, 2014 Board of Building Code Standards and Appeals hearing, no one appeared on behalf of this property. Board Member Banuelos made a motion to send the property before the City Council with a recommendation of condemnation, with ten days to wreck the building and ten days to complete demolition. Board Member Willenberg seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 25, 2014

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1658 N GREEN

LEGAL DESCRIPTION: LOTS 46 AND 48, SHILLER, NOW GREEN AVE., FAIRMOUNT ORCHARD ADD.

DESCRIPTION OF STRUCTURE: A one-story, frame dwelling about 27 X 30 feet in size. Vacant and open, this structure has been badly damaged by fire. It has a cracking and shifting block foundation; fire damaged, composition roof with missing shingles; fire damaged framing members; fire damaged and missing wood lap siding; and fire damaged wood trim.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: March 25, 2014

BCSA GROUP # 4

ADDRESS: 1658 N GREEN

ACTIVE FIELD FILE STARTED: November 21, 2012

NOTICE(S) ISSUED: Since November 21, 2012, a notice of improvements and several violation notices have been issued.

PRE-CONDEMNATION LETTER: July 8, 2013

TAX INFORMATION: The 2013 taxes are delinquent in the amount of \$219.31.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: There is tall grass and weeds and bulky waste on the premises.

VACANT NEGLECTED BUILDING REPORT: None

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From 2008 through 2012 there were 25 incidents reported. 1 count of aggravated assault/drive by firearms; 1 aggravated assault firearms - shots fired; 1 burglary; 1 battery; 2 DV batteries; 2 intimidation; 1 DV intimidation; 1 carry concealed firearm; 1 unlawful possession of marijuana; 1 other DL violation; 1 arson; 1 resisting/obstructing arrest; 2 destruction of property; 1 home accident-cuts; 1 lost miscellaneous property; 4 miscellaneous reports; 2 miscellaneous officers; and 1 larceny B all others.

FORMAL CONDEMNATION ACTION INITIATED: November 20, 2013

RECENT DEVELOPMENTS: No repairs have been made. The structure is secure.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. & A. RECOMMENDATION: At the February 3, 2014 Board of Building Code Standards and Appeals hearing, no one appeared on behalf of this property. Board Member Wilhite made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin removal of the structure and ten days to complete demolition. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: CON2014-00001 – Conditional Use request to permit a wireless communication facility with a 140-foot tall monopole on SF-5 Single-Family zoned property generally located midway between Seneca and Meridan Streets, north of 53rd Street North and north of 57th Street North on the west side of Legion Street, 5855 N. Legion Street. (District VI)

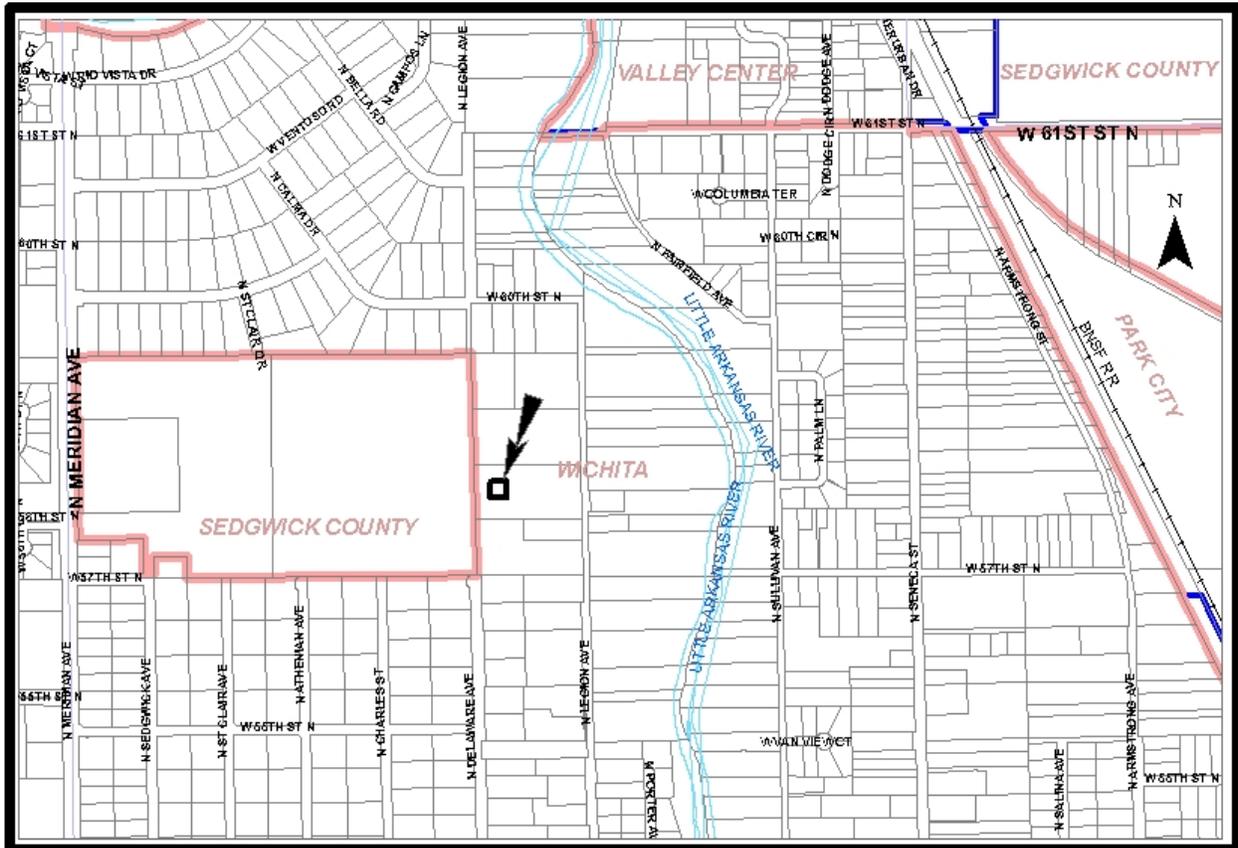
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: The MAPC recommended approval, with conditions (7-3).

MAPD Staff Recommendations: The MAPD staff recommended denial.

DAB VI Recommendation: The DAB recommended denial (5-0).



Background: The applicant, AT&T Mobility, is seeking a Conditional Use to permit the construction of a wireless communication facility with a 140-foot tall, wireless, galvanized steel, monopole tower located within a 100-foot (x) 100-foot lease site on the 4.82-acre SF-5 Single-Family Residential zoned lot; Lot 136, Van View Addition. Access to the lease site and monopole tower is by a proposed access easement to Legion Street. The proposed access will run between the subject property's single-family residence and the south common property line. Per the amended Wireless Communication Facility Ordinance (adopted by the WCC 4-08-08 & BoCC 4-9-08), new undisguised ground-mounted wireless communication facilities over 65-feet in height in the SF-5 zoning district may be considered as a Conditional Use on a site by site analysis.

The SF-5 zoned lot is located approximately midway between Meridian Avenue and Seneca Street, on the west side of Legion Street and north of 57th Street North (which has no access onto Legion Street). The most direct access onto Legion Street is off of 53rd Street North. The site is currently developed with a single-family residence built in 1921. The site is located within a SF-5 zoned single-family residential neighborhood, with most of the homes in the immediate area being built in the 1920s-1940s. These homes are located on large tracts or lots. More recently built homes (1970s-1980s) in the area are located on urban scale City subdivisions. The Little Arkansas River is located approximately 850 feet east of the site. The proposed lease site is located: approximately 140 feet from the abutting south SF-5 zoned lot, and; approximately 100 feet from the abutting north SF-5 zoned lot, and; approximately 480 feet from the adjacent (across Legion Street) east SF-5 zoned lot. The proposed location of the wireless facilities is not in close proximity to the residential area, it is in the back yard of one of the area's single-family residences. The exception to this single-family residential neighborhood is the west, abutting SF-20 Single-Family Residential zoned 36.86-acre Monsanto agricultural research field. The GO General Office zoned Monsanto research offices are part of the western portion of this acreage and are located along Meridian Avenue. The Monsanto property is an isolated portion of Sedgwick County. The SF-20 zoned portion of the Monsanto's site permits consideration of new undisguised ground-mounted facilities/towers up to 120 feet as a Conditional Use.

Analysis: On February 20, 2014, the North End Riverview Neighborhood Association (NA) met at the Salvation Army Camp Hiawatha to discuss CON2014-00001. The NA did not vote on the application, but comments on the application included: placing a tower in the backyard of a single-family zoned single-family residence sets an undesirable precedence; the facility would devalue the homes of the area; the facility was not in character with the area; they did not want to look at a 140-foot tall tower, and; health concerns.

DAB VI considered the request at its March 3, 2014 meeting. Several people spoke against the request. Their concerns included; the facility would devalue the homes of the area; based on other towers in the area, they felt the tower site would not be maintained because the subject site's owner did not live on the subject site, and; the cell tower would dominate the skyline of the neighborhood. DAB VI voted unanimously (5-0) to deny the request.

At the March 6, 2014, Metropolitan Area Planning Commission (MAPC) meeting, the MAPC considered this request, and recommended approval (7-3) with the following conditions:

- A. The request must have the approval by the FAA in determining the proposed wireless communication facility with its 140-foot tall monopole tower carrying AT&T's 4G LTE pose no hazard to air navigation or interferes with other radio/communication frequencies. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.
- B. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met.
- C. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.

- D. The support structure shall be a monopole design, as shown on the elevation and that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare.
- E. The support structure shall not exceed 140 feet in height and shall be designed and constructed to accommodate communication equipment for at least three (3) wireless service providers.
- F. The tower site shall be developed in general conformance with the approved revised site and a landscape plan. These plans must show the type and size of fencing around the site, parking, all light poles, lights, power poles, cabinets, equipment or buildings within the fenced in site or in the immediate area if it is to be used by the site. The plan must identify existing and/or proposed trees and shrubs, give their total numbers and their general size to determine if it meets screening requirements of the Unified Zoning Code (UZC) Art. IV, Sec. IV-B.3.b.1. If evergreens are planted they must be a minimum size of 5-foot at the time of their planting (but be taller than 8-foot when mature) and planted on 15-foot centers. The site plan must identify the all utility and or access easements. A proposed access easement must be recorded with the Register of Deeds. If a surface is needed for the drive/access easement, it must be approved by the Zoning Administrator. All improvements and construction of the facility/tower shall be completed within a year and before the facility becomes operational.
- G. The site shall be developed and operated in compliance with all Federal, state, and local rules and regulations. Provide the Stormwater Engineer with any required plans for review and approval of the site.
- H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

Several people attended the meeting and spoke against the request.

Protests were received at the end of the two week protest period, which totaled 43.5% of the land area located within the 200 foot protest radius. Due to the protests totaling more than 20% of the land area located within the notification area, a three-quarter majority vote (six members) of the City Council is needed to overturn the protests. Planning staff has received many calls protesting the Conditional Use.

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

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

Recommendation/Actions: It is recommended that the City Council: 1) Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions, and authorize the Mayor to sign the resolution (requires a three-quarter majority vote to override the protests), or 2) Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a two-thirds majority vote to override the MAPC's recommendation), or 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (requires a simple majority vote).

Attachments:

- Resolution
- MAPC Minutes
- DAB VI memorandum
- Site plan
- Protest map

RESOLUTION No. 14-103

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A WIRELESS COMMUNICATION FACILITY WITH A 140-FOOT TALL MONOPOLE TOWER ON APPROXIMATELY 4.82-ACRES ZONED SF-5 SINGLE-FAMILY RESIDENTIAL, GENERALLY LOCATED MIDWAY BETWEEN SENCA AND MERIDIAN STREETS, NORTH OF 53RD STREET NORTH & NORTH OF 57TH STREET NORTH ON THE WEST SIDE OF LEGION STREET, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow a Night Club, on approximately 0.42-acres zoned LC Limited Commercial (LC) legally described below:

Case No. CON2014-00001

A Conditional Use to allow a wireless communication facility with a 140-foot tall monopole, on approximately 4.82-acres zoned SF-5 Single-Family Residential described as:

A 100 foot by 100 foot Lease Area, a 20 foot wide Access/Utility Easement, and a 5 foot wide Utility Easement, situated in Lot 136, Van View Addition, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 136 (Fnd. 1" Bar); thence along the North line of said Lot 136, South 89 degrees 49' 34" West, a distance of 437.78 feet; thence leaving said north line, South 00 degrees 00' 00" East, a distance of 99.04 feet to the Point of Beginning of said Lease Area; thence continuing South 00 degrees 00' 00" East, a distance of 100.00 feet; thence North 90 degrees 00' 00" West, a distance of 100.00 feet; thence North 00 degrees 00' 00" East, a distance of 100.00 feet; thence North 90 degrees 00' 00" East, a distance of 100.00 feet to the Point of Beginning.

A 20 foot wide Access/Utility Easement, lying 10.00 feet on each side of the following described centerline: Commencing at the Northeast corner of said Lot 136 (Fnd. 1" Bar); thence along the North line of said Lot 136, South 89 degrees 49' 34" West, a distance of 437.78 feet; thence leaving said North line, South 00 degrees 00' 00" East, a distance of 99.04 feet; thence continuing South 00 degrees 00' 00" East, a distance of 100.00; thence North 90 degrees 00' 00" West, a distance of 50.00 feet to the Point of Beginning of said centerline; thence South 00 degrees 00' 00" East, a distance of 121.11 feet; thence North 89 degrees 49' 34" East, a distance of 153.99 feet; thence North 81 degrees 01' 58" East, a distance of 85.33 feet; thence South 87 degrees 33' 00" East, a distance of 223.12 feet; thence North 89 degrees 49' 34 seconds East, a distance of 34.74 feet to the West Right of Way line of Legion Avenue (Public R/W) as it presently exist and the Point of Termination. AND a 5 foot wide Utility Easement, lying 2.50 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Lot 136 (fnd. 1" Bar); thence along the North line of said Lot 136, South 89 degrees 49' 34" West, a distance of 437.78 feet; thence leaving said North line, South 00 degrees 00' 00" East a distance of 99.04 feet; thence continuing South 00 degrees 00'00" East, a distance of 100.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 15.00 feet to the Point of Beginning of said centerline; thence South 10 degrees 26'10" East, a distance of 130.59 feet; thence North 89 degrees 49'34" East, a distance of 437.55 feet to the West Right of Way line of Legion Avenue (Public R/W) as it presently exists and the Point of Termination, all in Wichita, Sedgwick County, Kansas; generally located midway between Seneca and Meridian Streets, north of 53rd Street North and north of 57th Street North on the west side of Legion Street.

SUBJECT TO THE FOLLOWING CONDITIONS:

- A. This request must have the approval by the FAA in determining the proposed wireless communication facility with its 140-foot tall monopole tower carrying AT&T's 4G LTE pose no hazard to air navigation or interferes with other radio/communication frequencies. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.
- B. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met.
- C. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
- D. The support structure shall be a monopole design, as shown on the elevation and that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare.
- E. The support structure shall not exceed 140 feet in height and shall be designed and constructed to accommodate communication equipment for at least three (3) wireless service providers.
- F. The tower site shall be developed in general conformance with the approved revised site and a landscape plan. These plans must show the type and size of fencing around the site, parking, all light poles, lights, power poles, cabinets, equipment or buildings within the fenced in site or in the immediate area if it is to be used by the site. The plan must identify existing and/or proposed trees and shrubs, give their total numbers and their general size to determine if it meets screening requirements of the Unified Zoning Code (UZC) Art. IV, Sec. IV-B.3.b.1. If evergreens are planted they must be a minimum size of 5-foot at the time of their planting (but be taller than 8-foot when mature) and planted on 15-foot centers. The site plan must identify the all utility and or access easements. A proposed access easement must be recorded with the Register of Deeds. If a surface is needed for the drive/access easement, it must be approved by the Zoning Administrator. All improvements and construction of the facility/tower shall be completed within a year and before the facility becomes operational.
- G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations. Provide the Stormwater Engineer with any required plans for review and approval of the site.
- H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its

adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date
April 8, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

KS5664 VALLEY CENTER SOUTH
PART OF SEC. 18, T. 26S, R. 1E,
IN SEDGWICK COUNTY, KANSAS

PROPERTY DESCRIPTION: LEASE AREA, ACCESS/UTILITY EASEMENT, AND UTILITY EASEMENT

A 100 foot by 100 foot Lease Area, a 20 foot wide Access/Utility Easement, and a 5 foot wide Utility Easement, situated in Lot 136, VAN VIEW, in Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the Northeast Corner of said Lot 136 (Fnd. 1" Bar); thence along the North line of said Lot 136, South 89°49'34" West, a distance of 437.78 feet; thence leaving said North line, South 00°00'00" East, a distance of 99.04 feet to the POINT OF BEGINNING of said Lease Area; thence continuing South 00°00'00" East, a distance of 100.00 feet; thence North 90°00'00" West, a distance of 100.00 feet; thence North 00°00'00" East, a distance of 100.00 feet; thence North 90°00'00" East, a distance of 100.00 feet to the POINT OF BEGINNING. Containing 10,000 square feet.

A 20 foot wide Access/Utility Easement, lying 10.00 feet on each side of the following described centerline:

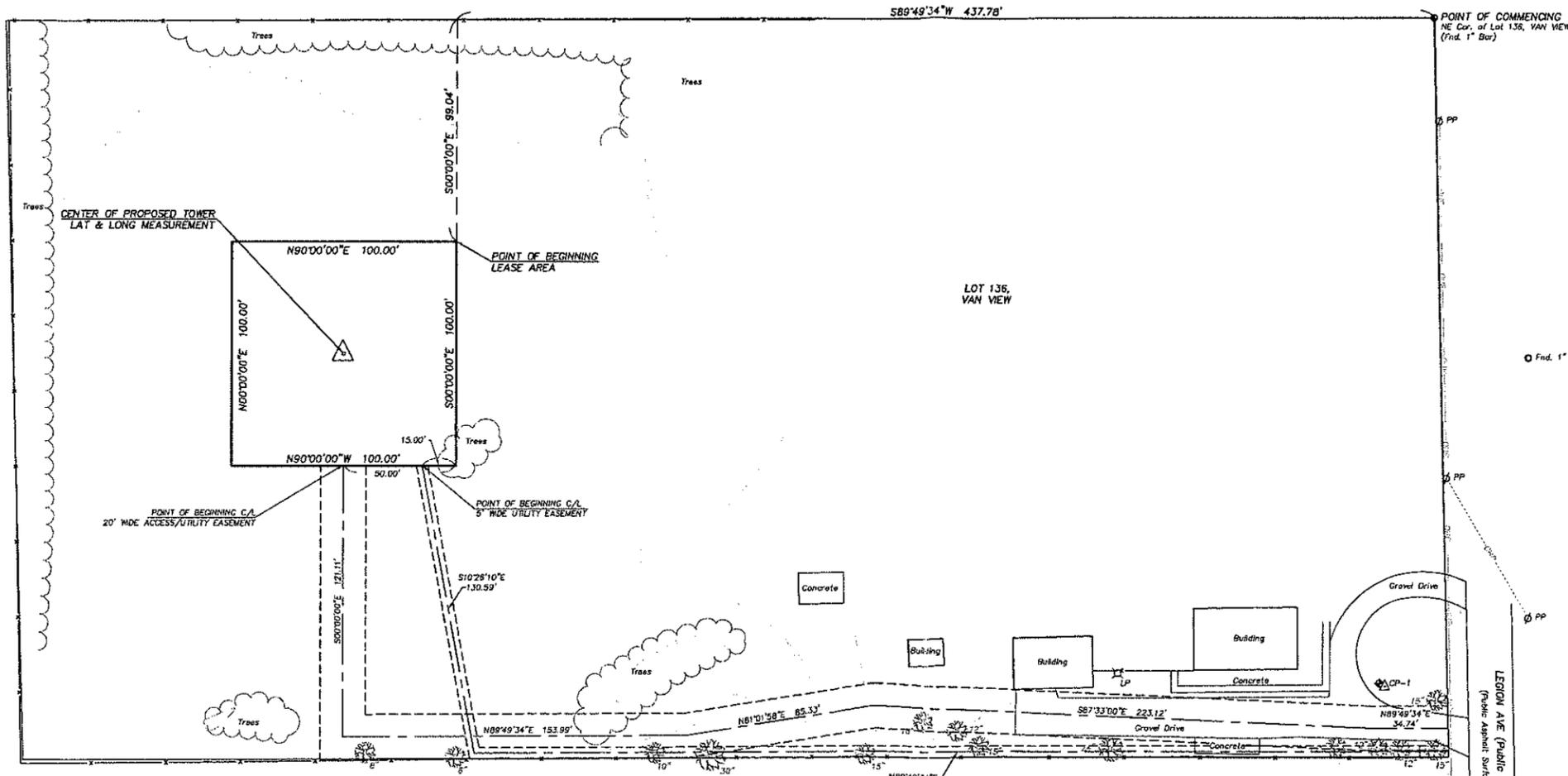
COMMENCING at the Northeast Corner of said Lot 136 (Fnd. 1" Bar); thence along the North line of said Lot 136, South 89°49'34" West, a distance of 437.78 feet; thence leaving said North line, South 00°00'00" East, a distance of 99.04 feet; thence continuing South 00°00'00" East, a distance of 100.00 feet; thence North 90°00'00" West, a distance of 50.00 feet to the POINT OF BEGINNING of said centerline; thence South 00°00'00" East, a distance of 121.11 feet; thence North 89°49'34" East, a distance of 153.99 feet; thence North 81°01'58" East, a distance of 85.33 feet; thence South 87°33'00" East, a distance of 223.12 feet; thence North 89°49'34" East, a distance of 34.74 feet to the West Right of Way line of LEGION AVE (Public R/W) as it presently exists and the POINT OF TERMINATION.

AND a 5 foot wide Utility Easement, lying 2.50 feet on each side of the following described centerline:

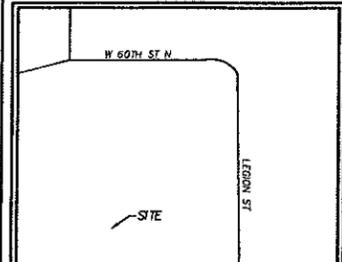
COMMENCING at the Northeast Corner of said Lot 136 (Fnd. 1" Bar); thence along the North line of said Lot 136, South 89°49'34" West, a distance of 437.78 feet; thence leaving said North line, South 00°00'00" East, a distance of 99.04 feet; thence continuing South 00°00'00" East, a distance of 100.00 feet; thence North 90°00'00" West, a distance of 15.00 feet to the POINT OF BEGINNING of said centerline; thence South 10°26'10" East, a distance of 130.59 feet; thence North 89°49'34" East, a distance of 437.55 feet to the West Right of Way line of LEGION AVE (Public R/W) as it presently exists and the POINT OF TERMINATION.

LEGEND

- POWER POLE
- LIGHT POLES
- BENCHMARK
- CONTROL POINT
- PROPERTY CORNER
- TOWER POINT
- TREE (DIA.)
- TREE LINE
- FENCE
- OVERHEAD POWER LINE



CON2014-01



LOVELACE & ASSOCIATES
 Land Surveying - Land Planning
 Telecommunications Surveys
 939 SE 3rd Street Lee's Summit, Missouri 64063
 Phone: (816) 347-9997 Fax: (816) 347-9979

SURVEY COORDINATED BY:
 LOVELACE AND ASSOCIATES, LLC
 P.O. BOX 68,
 LEE'S SUMMIT, MO 64063
 TELEPHONE: 816-347-9997
 FAX: 816-347-9979

SURVEY PROVIDED BY:
 LOVELACE AND ASSOCIATES, LLC
 P.O. BOX 68,
 LEE'S SUMMIT, MO 64063
 TELEPHONE: 816-347-9997
 FAX: 816-347-9979

SURVEY PROVIDED FOR:
 BLACK & VEATCH CORPORATION
 10950 GRANDVIEW DRIVE,
 OVERLAND PARK, KS 66210
 TELEPHONE: 913-458-3263

FLOOD NOTE:
 According to my interpretations of Community Flood Map No. 2017300211E of the Flood Insurance Rate Map for Sedgwick County, Kansas, dated 02-02-2007, the subject property is in Flood Zone "X", i.e. "areas determined to be Outside 500 year flood plain".

SCALE 1" = 30'
 30' 0 30' 60'

SITE ID: KSS5664
SITE NAME: VALLEY CENTER SOUTH
SITE LOCATION: 5855 N LEGION ST, WICHITA, KS 67204
LA PROJECT NO.: 13488
DRAWN BY: A.C.T.
CHECKED BY: J.B.L.
DATE: 12-02-13
FIELDWORK DATE: 11-14-13

PROPERTY DESCRIPTION: Parent Parcel as Provided
 ALL THAT PARCEL OF LAND IN SEDGWICK COUNTY, STATE OF KANSAS, AS MORE FULLY DESCRIBED IN DEED DOC # 29007722, 10# 00466307, BEING KNOWN AND DESIGNATED AS LOT 136, VAN VIEW, SEDGWICK COUNTY, KANSAS.

BY FEE SIMPLE DEED FROM FORREST R. HOFFINE, A SINGLE PERSON AND HOWER C. HOFFINE AND JOYCE HOFFINE, HUSBAND AND WIFE AND JAMES D. HOFFINE AND SHARON L. HOFFINE, HUSBAND AND WIFE AND CHRISTOPHER F. HOFFINE, A SINGLE PERSON AND RITA J. CUMMINGS AND ALEXANDER E. CUMMINGS, WIFE AND HUSBAND AND RUTH A. BOLTON AND GARY BOLTON, WIFE AND HUSBAND AND MARJORIE S. CRAMER AND WARREN A. CRAMER, WIFE AND HUSBAND AND ROSEMARY L. WOODSON, A SINGLE PERSON AND CAROL D. HEARNE AND MICHAEL R. HEARNE, WIFE AND HUSBAND AS SET FORTH IN DOC # 29007722 DATED 09/15/2008 AND RECORDED 09/18/2008, SEDGWICK COUNTY RECORDS, STATE OF KANSAS.

NOTE: The parent parcel graphically shown hereon, in full or in part, is the same as that described above.

Property information shown hereon was provided by AMC Settlement Services, Order No. 8677708, effective 10-10-2013.

Information affecting Lease Area is noted unless shown hereon.

Information not shown hereon:

Easement for Public Roadway in Bk. 150, Pg. 588. (Document not provided)

Notes:

Bearings shown hereon are based on Kansas State Plane Coordinate System of 1983 (NAD 83).

Coordinates were derived using GPS Static Survey methods and post processed data with Magellan/Ashtech receivers and "Locus System" processor software.

Set 1/2" iron bar at Lease corners unless otherwise noted.

BENCH MARK
 Top of 1/2" Iron Bar w/
 Control Cap at CP-1
 Elevation = 1335.45ft

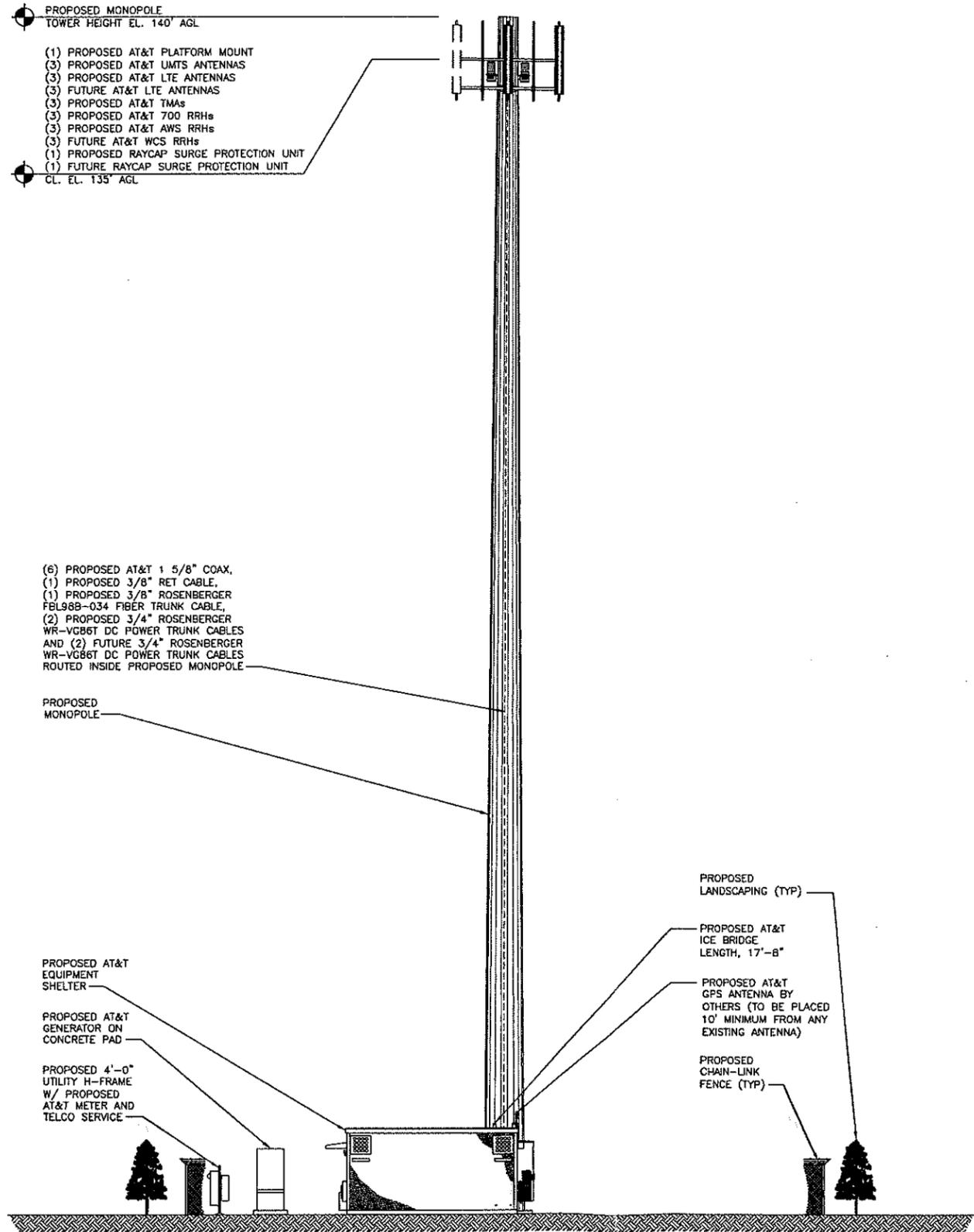
PROPOSED CELL TOWER DATA
 Center of Tower
 Lot 374724.183" North
 Long 972146.684" West
 Ground Elevation = 1335ft

CERTIFICATION:
 I HEREBY CERTIFY THAT A SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, LEASE ACCESS EASEMENT, AND LEASE UTILITY EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OVER SAID LEASE PREMISES TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

JEFFREY B. LOVELACE KS-LS1326
 DATE: _____ 12-19-13: REVISED A/E
 12-11-13: ADDED A/E AND TITLE

Certificate of Authority
 Missouri - 2002026536
 Kansas - LS-154

SHEET NUMBER
 1 OF 1



NOTES:

1. FENCE NOT ENTIRELY SHOWN FOR CLARITY.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS ANTENNA AND TRANSMITTING ANTENNAS.
3. THE PROPOSED TOWER IS CURRENTLY BEING DESIGNED BY OTHERS TO CARRY THE PROPOSED NEW COAX AND ANTENNAS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE STRUCTURAL DESIGN WILL SHOW THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE COAX AND ANTENNAS SHALL NOT COMMENCE UNTIL AN APPROVED STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR AT&T AND HAS BEEN REVIEWED BY BLACK & VEATCH. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.

Con 2014-01



7801 FARLEY
OVERLAND PARK, KS 66204



BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(813) 456-2000

| | |
|-------------|--------|
| PROJECT NO: | 122041 |
| DRAWN BY: | MHK |
| CHECKED BY: | GJS |

| REV | DATE | DESCRIPTION |
|-----|----------|-------------------|
| A | 12/19/13 | ISSUED FOR REVIEW |

PRELIMINARY

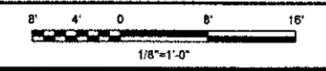
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

VALLEY CENTER SOUTH
KS5664
5855 N. LEGION ST.
WICHITA, KS 67204
NSB

SHEET TITLE
ELEVATION

SHEET NUMBER
C-2

PROPOSED ELEVATION
SEE DRAWING C-1.2



A



**INTEROFFICE
MEMORANDUM**

TO: MAPD
FROM: Martha Sanchez, Community Liaison District V & VI
SUBJECT: CON22014-00001 – Bill Longnecker, MAPD
DATE: March 3, 2014

On Monday, March 3, 2014, the District 6 Advisory Board considered a City Conditional Use request to permit the construction of a wireless communication facility with a 140-foot tall monopole tower on the 4.82-acre SF-5 (Single-Family Residential) zoned lot ; lot 136, Van View Addition.

The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

Council Member Miller stated to the public that each application is reviewed by the MAPD staff along with the planner to determine a recommendation. The MAPD staff, Planner, DAB members, and the Council will follow and make a recommendation and uses the “Golden Rules of Zoning” to determine approval or not.

The Board asked/made the following questions/comments;

- The new technology is something consumers want and need. But allowing a tower in someone’s back yard is not a good idea.

There were (5) members of the public to speak at the 03-03-2014 DAB in opposition of this request stating:

- They didn’t want the zoning to be change for the lot to allow the cell phone tower
- They were afraid that the tower would lower property value
- Other similar cell phone towers in the area the landscape is not being maintain
- The property owner of the lot is not residing at the home.
- The cell phone tower would obstruct the view on the neighborhood

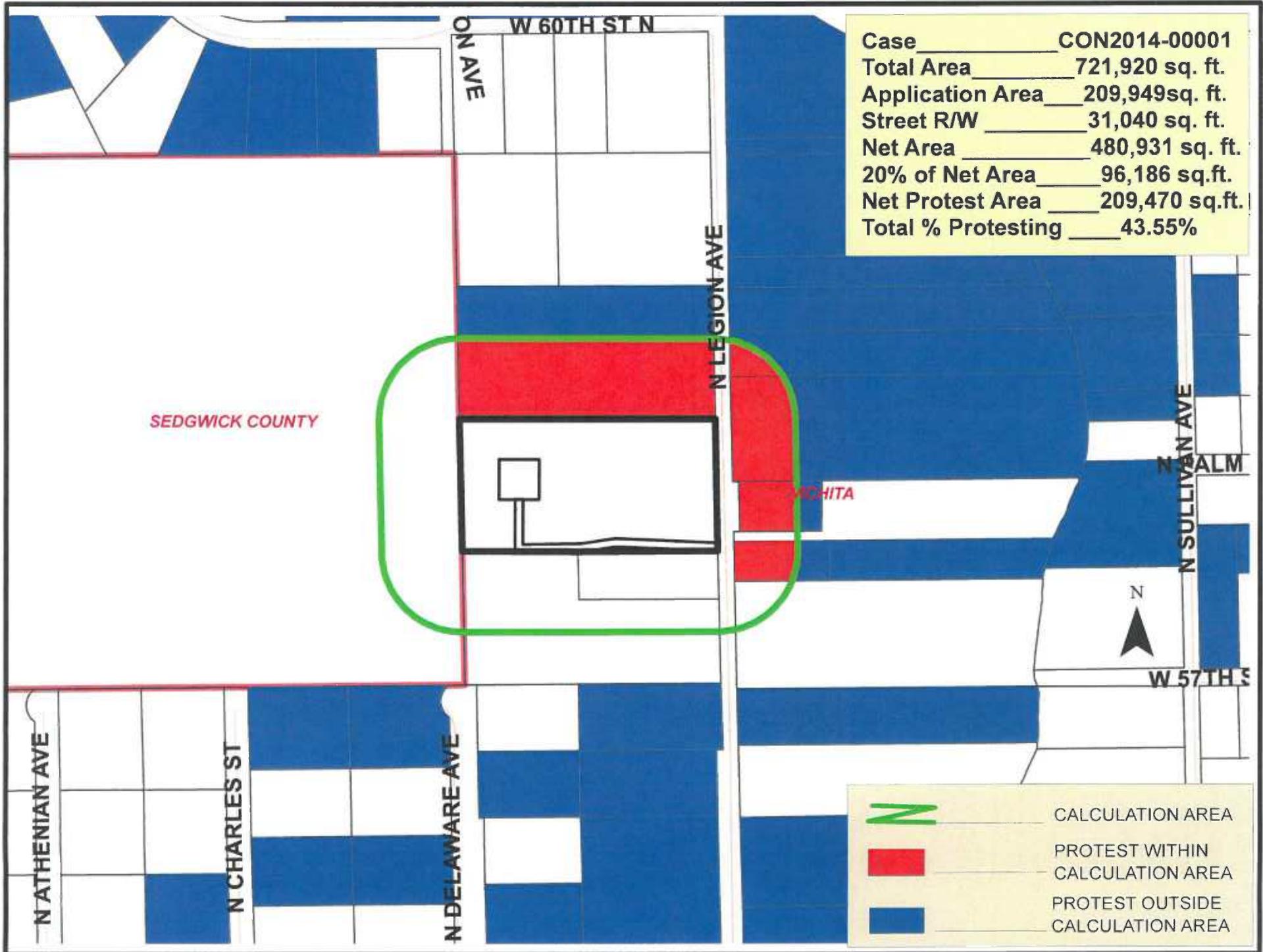
Justin Anderson, AT&T/applicant agent, stated to the DAB and public that the monopole tower and tower site represents a technology that is consumer driven and would fulfill only local needs. Through studies

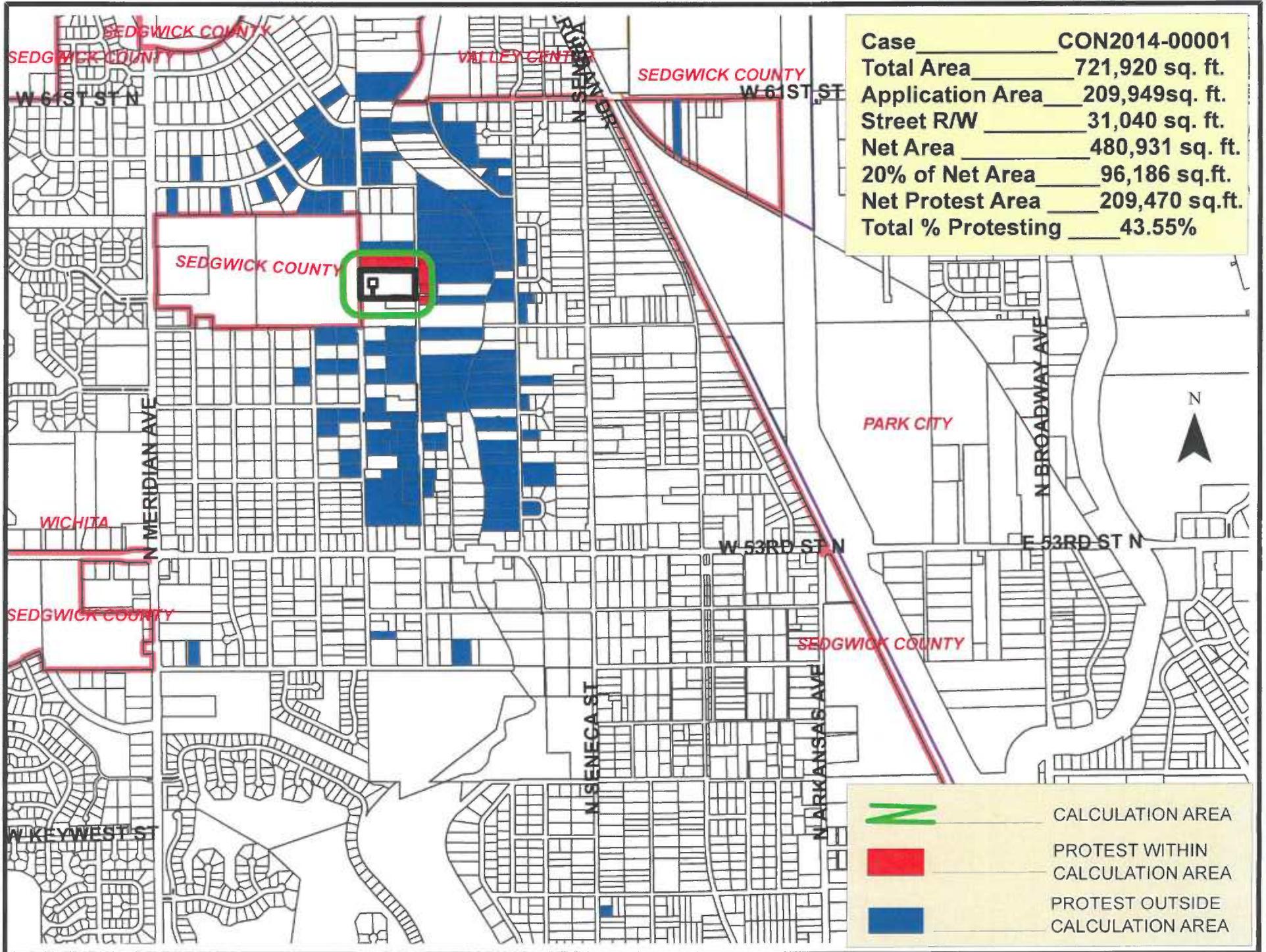
and customer complaints (drop calls) the chosen area will fulfilled with the demand of the consumers. The monopole tower would meet 4G demand, increase coverage for multiple carriers and also improve 911 calls.

The public asked/made the following questions/comments to *Justin Anderson (applicant agent)*

- Did you do a community outreach questionnaire for the tower? *No*
- Who will maintain tower? *Contracted technicians*
- Is it true that AT&T is paying the landowner? *Yes, we will have a lease agreement for the site*
- Will you continue looking at different sites? *Yes, if the consumer demands it*

*******Action:** The District VI advisory Board (DAB) members made a motion to recommend to City Council **DENIAL** of the request. Motion passed, 5-0.





**EXCERPT MINUTES OF THE MARCH 6, 2014 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: CON2014-00001 – Paulino Sanchez, Noemy Sanchez, Pamela S. Pirotte (owners) and SCC/AT&T Wireless, c/o Justin Anderson (applicant/agent) request a City Conditional Use to permit a 140-foot tall wireless communication facility on SF-5zoned property (Deferred from 2-20-14) described as:

Lot 136, Van View Addition, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant, AT&T Mobility, is seeking a Conditional Use to permit the construction of a wireless communication facility with a 140-foot tall, wireless, galvanized steel, monopole tower (monopole tower) within a 100-foot (x) 100-foot lease site on the 4.82-acre SF-5 Single-Family Residential zoned lot; Lot 136, Van View Addition. Access to the lease site and monopole tower is by a proposed access easement to Legion Street. The proposed access will run between the subject property's single-family residence and the south common property line. Per the amended Wireless Communication Facility Ordinance (adopted by the WCC 4-08-08 & BoCC 4-9-08), new undisguised ground-mounted wireless communication facilities over 65-feet in height in the SF-5 zoning district may be considered as a Conditional Use on a site by site analysis.

The SF-5 zoned lot is located approximately midway between Meridian Avenue and Seneca Street, north of 57th Street North (which has no access onto Legion Street) on the west side of Legion Street. The most direct access onto Legion Street is off of 53rd Street North. The site is currently developed with a single-family residence built in 1921. The site is located within a SF-5 zoned single-family residential neighborhood, with most of the homes in the immediate area being built in the 1920s-1940s. These homes are located on large tracts or lots. More recently built homes (1970s-1980s) in the area are located on urban scale City subdivisions. The Little Arkansas River is located approximately 850 feet east of the site. The proposed lease site is located: approximately 140 feet from the abutting south SF-5 zoned lot, and; approximately 100 feet from the abutting north SF-5 zoned lot, and; approximately 480 feet from the adjacent (across Legion Street) east SF-5 zoned lot. The exception to this single-family residential neighborhood is the west, abutting SF-20 Single-Family Residential zoned 36.86-acre Monsanto agricultural research field. The GO General Office zoned Monsanto research offices are part of the western portion of this acreage and are located along Meridian Avenue. The Monsanto property is an isolated portion of Sedgwick County. The SF-20 zoned portion of the Monsanto's site permits consideration of new undisguised ground-mounted facilities/towers up to 120 feet as a Conditional Use.

The applicant's Radio Frequency (RF) Engineer has stated that the proposed facility is needed to provide the future 4th Generation Long Term Evolution (4G LTE) capacity needs of AT&T's customers. The 4G LTE technology is the fourth generation of [mobile communication](#) technology and is touted as an upgrade to the currently and still widely used 3G technology. Most tower sites will continue to support the 3G networks for many years. In the meantime the 4G LTE technology allows the users of the tower sites to migrate from simple voice communication to high-speed data for sending pictures and video from their more sophisticated smartphones. However, as the network evolves from 3G to 4G LTE technology and beyond, more tower sites are required because 4G coverage areas tend to be geographically smaller and many of Wichita's and Sedgwick County's existing towers' capacity is maxed out as they

continue to supply the current 3G technology. The move towards 4G LTE technology could lead to more contentious public forums in regards to Conditional Use applications for wireless communication facilities with cell towers, as cell towers move into areas where residential development is dominate. The challenge is the balancing of the technology-driven supply side of the industry, with the marketplace demands and the public expectations for an orderly and attractive environment.

The applicant has provided current coverage and projected coverage maps showing the impact of the site in providing 4G LTE service to the area. The applicant has not provided the current coverage/capacity provided by any facilities in the area that use the current 3G technology. The RF Engineer states that there are no facilities in the area of the proposed site that would allow co-location opportunities and provide the desired coverage/capacity. The agent has stated that there is a Kansas Public Telecommunication Services, Inc., guyed line tower located just over a mile from the site, but does not state if they had contacted the tower owner for co-location. Staff has spoken with the agent about several other possible site's in the area including the abutting SF-20 zoned Monsanto's site, the cluster of partial developed (Wal-Mart) LC Limited Commercial zoned properties located approximately a half-mile southwest of the site at the 53rd Street North and Meridian Avenue intersection and the LI Limited Industrial zoned property located less than three-quarters of a mile northeast of the site. The agent has stated that those properties had no interest in a lease site of the wireless communication facility and its monopole tower.

The proposed tower and associated communication frequencies and wattages must meet standards determined by the Federal Aviation Administration (FAA) to pose no hazard to air navigation or interferes with other radio/communication frequencies. The applicant has not provided an analysis of airspace in the area, which must be provided to staff prior to building permits being issued. Tower lighting must meet the FAA requirements for aircraft warning. The proposed galvanized surface of the tower will blend into the sky more readily than a red or white paint, which meets the intent of the "Design Guidelines" of the "Wireless Communication Master Plan." The proposed 140-foot tower must allow co-location for at least three (3) other providers. The applicant has indicated that the tower will have all antenna arrays located within the proposed tower.

CASE HISTORY: The subject site is Lot 136, Van View Addition, which was recorded with the Register of Deeds August 17, 1922. The site was annexed into the City between 1991 and 2000. At 6:30 PM, Thursday, February 20, 2014, the North End Riverview Neighborhood Association (NA) met at the Salvation Army Camp Hiawatha to discuss CON2014-00001. Bill Longnecker, MAPD - Senior Planner, Current Plans, attended the meeting as did Rex Curry, SSC, agent for AT&T Wireless. The NA did not vote on the application, but comments on the application included: placing a tower in the backyard of a single-family zoned single-family residence sets an undesirable precedence, and; the facility would devalue the homes of the area, and; the facility was not in character with the area, and; they did not want to look at a 140-foot tall tower, and; health concerns.

ADJACENT ZONING AND LAND USE:

| | | |
|--------|-----------------|---|
| NORTH: | SF-5 | Single-family residences |
| SOUTH: | SF-5 | Single-family residences |
| EAST: | SF-5 | Single-family residences |
| WEST: | SF-20, GO, SF-5 | Agricultural research, single-family residences |

PUBLIC SERVICES: The site is served by City water. City sewer service has not been extended to the area where the site is located; sewer is a septic system. No municipally supplied public services are required. The applicant will extend electrical and phone service to the site. The site has proposed an access easement to Legion Street, a paved, curbless residential street.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide Map” identifies the site as being “urban residential.” The urban residential category reflects the full diversity of residential development densities and types typically found in a large municipality. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential serving uses may also be found in this category. The UZC considers a wireless communication facility a commercial type of use. The proposed wireless communication facility with its 140-foot tall tower is proposed to provide the future 4G LTE capacity needs of AT&T’s customers in this part of Wichita.

The Wireless Communication Master Plan is an element of the Comprehensive Plan that outlines the guidelines for locating wireless communication facilities. It states that all towers comply with the compatibility setback standards. The applicant’s site plan shows the 140-foot tall monopole tower meeting the compatibility setback standards, as it is located entirely within the owner’s 4.82-acre property. The Design Guidelines of the Wireless Communication Master Plan indicate that new facilities should: 1) preserve the pre-existing character of the area as much as possible. The proposed 140-foot tall monopole tower is located in the back yard of an SF-5 zoned single-family residence, which in turn is located in a SF-5 zoned residential neighborhood. The presence of the proposed of the monopole tower would alter the pre-existing character of the area. The proposed location of the wireless facilities is not in close proximity to the residential area, it is in the residential area; 2) Minimize the height, mass, or proportion. Making the monopole tower shorter or changing its profile to a lattice tower would still compromise the area’s single-family residential development/character and set an undesirable precedence of approving the location of wireless communication facilities and their towers in the back yards of SF-5 zoned single-family residences; 3) Minimize the silhouette. For this site, there is no way to minimize the silhouette of the monopole tower. A lattice tower similar to those used by the City, may reduce the silhouette; 4) Use colors, textures, and materials that blend in with the existing environment. There are no colors, textures, or materials that would help a 140-foot tall monopole tower of this size blend in with the existing environment; 5) Be concealed or disguised as a flagpole, clock tower, or church steeple. The area presents no opportunities for disguising the proposed tower as a clock tower or church steeple. It is hard to see any softening of the monopole tower’s presences in attempting to disguise it as a 140-foot tall flag pole; 6) Be placed in areas where trees and/or buildings obscure some or all of the facility. The applicant proposes planting 14 junipers around the facility. There are trees on the site that could help obscure a tower. Proposed and existing trees may cancel the visual impact of the first 30 feet of the proposed 140-foot tall tower; 7) Be placed on walls or roofs of buildings. The opportunity is not present; 8) Be screened through landscaping, walls, and/or fencing. As stated, the applicant is proposing to plant 14 junipers around the facility. The proposed junipers will be spaced 15 feet apart, center to center of each juniper. This spacing will provide solid screening when the junipers mature and with proper care provide a more attractive and efficient screening than a 6-8-foot tall wooden privacy fence; and 9) Painting towers red and white instead of using strobe lighting. The applicant has stated that there will be no strobes and that it will be a galvanized steel finish. NOTE: Since the time the Wireless Communication Master Plan was first adopted, the FAA changed their regulations to require daytime strobe lighting; whereas, when the plan was adopted, the FAA allowed painted towers red and white instead of using strobe lighting.

The site is not designated on the “Properties Eligible for an Administrative Permit for a Wireless Communication Facility Map.” The site is located in Airport Hazard Zone D, which allows a maximum height of 300 feet.

RECOMMENDATION: Based on the information available prior to the public hearings, planning staff recommends that the request be DENIED. This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The site is located within a SF-5 zoned single-family residential neighborhood, with most of the homes in the immediate area being built in the 1920s-1940s. These homes are located on large tracts or lots. More recently built homes (1970s-1980s) in the area are located on urban scale City subdivisions. The Little Arkansas River is located approximately 850 feet east of the site. The proposed tower lease site is located: approximately 140 feet from the abutting south SF-5 zoned tract, and; approximately 100 feet from the abutting north SF-5 zoned tract, and; approximately 480 feet from the adjacent (across Legion Street) east SF-5 zoned tract. The exception to this single-family residential neighborhood is the west, abutting SF-20 Single-Family Residential zoned 36.86-acre Monsanto agricultural research field. The GO General Office zoned Monsanto research offices are part of the western portion of this acreage and are located along Meridian Avenue. The Monsanto property is an isolated portion of Sedgwick County. The SF-20 zoned portion of the Monsanto’s site permits consideration of new undisguised ground-mounted facilities up to 120 feet as a Conditional Use.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site is zoned SF-5 and is currently developed with a single-family residence, which is appropriate for this area.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of locating a wireless communication facility and its 140-foot tall, galvanized steel, monopole tower in the back yard of a SF-5 zoned single-family residence sets an undesirable precedence of approving the location of them in the back yards of SF-5 zoned single-family residences.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan:** The “2030 Wichita Functional Land Use Guide Map” identifies the site as being “urban residential.” The urban residential category reflects the full diversity of residential development densities and types typically found in a large municipality. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential serving uses may also be found in this category. The UZC considers a wireless communication facility a commercial type of use. The proposed wireless communication facility with its 140-foot tall tower is proposed to provide the future 4G LTE capacity needs of AT&T’s customers in this part of Wichita.

The Wireless Communication Master Plan is an element of the Comprehensive Plan that outlines the guidelines for locating wireless communication facilities. It states that all towers comply with the compatibility setback standards. The applicant’s site plan shows the 140-foot tall monopole tower meeting the compatibility setback standards, as it is

located entirely within the owner's 4.82-acre property. The Design Guidelines of the Wireless Communication Master Plan indicate that new facilities should: 1) preserve the pre-existing character of the area as much as possible. The proposed 140-foot tall monopole tower is located in the back yard of an SF-5 zoned single-family residence, which in turn is located in a SF-5 zoned residential neighborhood. The presence of the proposed of the monopole tower would alter the pre-existing character of the area. The proposed location of the wireless facilities is not in close proximity to the residential area, it is in the residential area; 2) Minimize the height, mass, or proportion. Making the monopole tower shorter or changing its profile to a lattice tower would still compromise the area's single-family residential development/character and set an undesirable precedence of approving the location of wireless communication facilities and their towers in the back yards of SF-5 zoned single-family residences; 3) Minimize the silhouette. For this site, there is no way to minimize the silhouette of the monopole tower. A lattice tower similar to those used by the City, may reduce the silhouette; 4) Use colors, textures, and materials that blend in with the existing environment. There are no colors, textures, or materials that would help a 140-foot tall monopole tower of this size blend in with the existing environment; 5) Be concealed or disguised as a flagpole, clock tower, or church steeple. The area presents no opportunities for disguising the proposed tower as a clock tower or church steeple. It is hard to see any softening of the monopole tower's presences in attempting to disguise it as a 140-foot tall flag pole; 6) Be placed in areas where trees and/or buildings obscure some or all of the facility. The applicant proposes planting 14 junipers around the facility. There are trees on the site that could help obscure a tower. Proposed and existing trees may cancel the visual impact of the first 30 feet of the proposed 140-foot tall tower; 7) Be placed on walls or roofs of buildings. The opportunity is not present; 8) Be screened through landscaping, walls, and/or fencing. As stated, the applicant is proposing to plant 14 junipers around the facility. The proposed junipers will be spaced 15 feet apart, center to center of each juniper. This spacing will provide solid screening when the junipers mature and with proper care provide a more attractive and efficient screening than a 6-8-foot tall wooden privacy fence; and 9) Painting towers red and white instead of using strobe lighting. The applicant has stated that there will be no strobes and that it will be a galvanized steel finish. NOTE: Since the time the Wireless Communication Master Plan was first adopted, the FAA changed their regulations to require daytime strobe lighting; whereas, when the plan was adopted, the FAA allowed painted towers red and white instead of using strobe lighting.

The site is not designated on the "Properties Eligible for an Administrative Permit for a Wireless Communication Facility Map." The site is located in Airport Hazard Zone D, which allows a maximum height of 300 feet.

5. **Impact of the proposed development on community facilities:** FAA approval should ensure that the proposed tower is not a hazard to air navigation (including the need or not for lighting) and that the tower does not interfere with other radio/communication frequencies. No municipally supplied public services are required.

However, if the MAPC finds the location of the 100-foot (x) 100-foot wireless communication facility With a 140-foot tall wireless, galvanized steel, monopole tower an appropriate use on the SF-5 zoned lot, the following conditions are recommended:

- A. This request must have the approval by the FAA in determining the proposed wireless communication facility with its 140-foot tall monopole tower carrying AT&T's 4G LTE pose no hazard to air navigation or interferes with other radio/communication frequencies. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.
- B. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met.
- C. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
- D. The support structure shall be a monopole design, as shown on the elevation and that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare.
- E. The support structure shall not exceed 140 feet in height and shall be designed and constructed to accommodate communication equipment for at least three (3) wireless service providers.
- F. The tower site shall be developed in general conformance with the approved revised site and a landscape plan. These plans must show the type and size of fencing around the site, parking, all light poles, lights, power poles, cabinets, equipment or buildings within the fenced in site or in the immediate area if it is to be used by the site. The plan must identify existing and/or proposed trees and shrubs, give their total numbers and their general size to determine if it meets screening requirements of the Unified Zoning Code (UZC) Art. IV, Sec. IV-B.3.b.1. If evergreens are planted they must be a minimum size of 5-foot at the time of their planting (but be taller than 8-foot when mature) and planted on 15-foot centers. The site plan must identify the all utility and or access easements. A proposed access easement must be recorded with the Register of Deeds. If a surface is needed for the drive/access easement, it must be approved by the Zoning Administrator. All improvements and construction of the facility/tower shall be completed within a year and before the facility becomes operational.
- G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations. Provide the Stormwater Engineer with any required plans for review and approval of the site.
- H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

BILL LONGNECKER, Planning Staff presented the Staff Report.

JUSTIN ANDERSON, SELECTIVE SITE CONSULTANTS (SSC), AGENT FOR AT&T MOBILITY, 9990 WEST 109th STREET, SUITE 300, OVERLAND PARK, KANSAS said he was present to ask approval of the request. He said they would not normally choose a residential area in which to put a commercial use. He said old sites provided coverage for voice and texting. He said new sites require more compact areas because they run on higher frequencies and push a lot more data on fiber lines and different antennas that are for video streaming, emails sending photos. He said the location is 430 feet off Legion which is a setback that is well beyond the requirement. He said the location of the proposed cell tower is actually closer to Monsanto who they tried to work with, but Monsanto pretty much said being a wireless landlord was not in their business plan. He said they also tried to work with properties to the west, such as Wal-Mart. He said they are trying to find a site that will provide the new capacity

for Sullivan, Meridian, 53rd and the top of Monsanto field. He said the target area is this neighborhood, and he understands the neighbors are not all that keen on having a wireless tower in their back yard. However, he added that this wireless site will serve hundreds if not thousands of users every day. He mentioned that there are 20 to 30 electric poles sticking up in the air on every single street in this neighborhood. He said they could install 10 or 15 shorter towers instead of this one to do the job. He said there are other sites in town where the zoning is different but the intent is the same; to provide wireless coverage. He said there is a 160-foot monopole at 2031 Woodrow Street on GC General Commercial zoning that is about 220 feet away from a residence located SF-5 Single-family Residential zoning. He said this location is over 400 feet from the closest residence. He mentioned there is another 120-foot monopole at 320 West 21st Street in GO General Office zoning 40 feet away from a residence. He said his point was these towers are safe and are being built to the International Building Code (IBC) and the International Electrical Code (IEC). He said they also meet all state and national requirements and all of the engineers on the project are Kansas licensed. He said they are hoping to provide a service and are not trying to be bad neighbors. He mentioned a previous case for a mono-cross at the Woodland Community Church. He mentioned a height restriction of 75-feet at the site because of Beechcraft so they ended up withdrawing the application. He said the design of these sites is within such a small threshold it is not cost effective to lower the height or locate towers in areas where they are not needed or areas with existing coverage. He said he would stand for questions.

RICK SMITH, 6120 NORTH LEGION, WICHITA, KANSAS said his property is a few blocks away from this site. He asked the Commission to uphold the recommendation contained in the Staff Report and the DAB VI recommendation to deny the application. He said this is a residential neighborhood and people bought their homes and property in the area because of location, location, location. He said while there are arguments both ways whether the project will hurt property values, he said a Court in New Mexico did award a plaintiff a judgment against the city of Santa Fe for constructing a tower. He said the award wasn't based upon actual decline in property value; it was based upon the perceived property value. He said everyone he has talked to in the neighborhood is against this proposal. He said the bottom line is when you wake up in the morning would you rather see a yard and landscaping or a communications tower. He mentioned the Wireless Communications Master plan prepared by the Metropolitan Area Planning Department. He said it recommends that no single communications tower should be over 65 feet in SF-5 zoning. He asked why a 145-foot tall communications tower was even being thought about at this location. He said he was in real estate and believes this will lower property values. He mentioned that the study submitted by AT&T shows some evidence from the 90's, when property values were going up anyway, that cell towers do not hurt property values but that study is antiquated. He said he has seen nothing more recent that upholds that. He urged the Commission, on behalf of all the citizens that are being affected by this tower to uphold the Staff Report and DAB recommendation.

JOHN STARK, 5518 NORTH SULLIVAN, WICHITA, KANSAS said he would like to thank the Planning Department for a thorough review and recommendation of denial. He said he thinks Planning Staff have done a good job of defining the issues. He mentioned that SF-5 residential zoning is the most restrictive zoning classification that there is. He said the neighbors feel having a 140-foot tall monopole in the area will be detrimental. He said he understands that sixty-feet is the height limit in residential zoning. He said this cell tower will stick up like the Seattle Space Needle except that it will not be as amazing looking. He said the neighbors feel this is an inappropriate use of the property that will detrimentally impact nearby property values.

He said it is incumbent upon the city to try to maintain property values. He said close to 75 people attended the North End Riverview Neighborhood Association meeting last week and that everyone, except an AT&T representative, were opposed to this project. He also mentioned that District Advisory Board VI unanimously recommended denial of the project. He said the neighbors feel this application does not meet the review criteria on at least five major points. He concluded by stating that allowing the project to proceed will set an undesirable precedent of allowing commercial projects on single-family residential zoned properties.

GERRI WATTS, 5241 NORTH CHARLES, WICHITA, KANSAS, PRESIDENT OF THE NORTH END RIVERVIEW HOMEOWNERS ASSOCIATION which has been in existence for three years. He said this project is a good example of why neighborhood associations are so very important because neighbors would never have heard about this tower without the association. He referred to a map of the location of the proposed tower in the middle of the home association boundaries. He mentioned that there are unincorporated areas not an eighth of a mile away that could be considered for location of the cell tower. He mentioned a tower located at 33rd Street North and Amidon Avenue where all the trees and the landscaping is dead. He asked who is going to maintain the property so it doesn't become blighted. He said he had a feeling that there are probably several towers around the City that are probably blighted right now.

GRETCHEN RUPERT, 5626 LEGION, WICHITA, KANSAS said she has lived in her residence about 27 years and also owns the property right next to her at 5660 Legion. She said she knows all her neighbors are opposed to the proposed tower. She said they moved to this location originally as a place on the river; full of nature and natural beauty. She said she agreed with all the other neighborhood speakers, this just does not fit in with that concept at all. She said she is also concerned about possible health impacts of these cell towers. She said enough research has not been done to prove that there are no detrimental impacts.

DAWNA RUGGLES, 5702 LEGION, WICHITA, KANSAS said she and her husband live at that address. She said she was not going to repeat what everyone has already said in opposition of the project. She said last year she planted 200 bulbs and 130 Irish mums to beautify her front yard so when people drive down Legion they would see flowers and nature. She said that is what the neighborhood looks like now and she does not want to waste the flowers because all people will see is the tower instead.

ANDERSON said the applicant did not choose this site to offend anyone or to blight a specific neighborhood. He said they actually deferred their application to attend the North End Riverview meeting. He said they have tried to accommodate the neighbors concerns; however, he doesn't believe there is anything that can be done as far as stealthing the tower, putting up a canister or lowering the tower by 20 feet. He said the project is a 140-foot monopole in a residential neighborhood. He said as far as the site that was mentioned that has some mismanaged landscaping, that could be due to the weather; that could not be an AT&T site. He said as far as property values are concerned, that is a case of perception. He said they can go back and forth all day long finding cases on Google or whatever search engine. He asked that the Commission base its findings on facts, not perceptions. He referred to the aerial map of the area that showed the unincorporated area belonging to Monsanto and the entire red square where Wal-Mart is located. He said Wal-Mart was also not interested in having a tower on their property. He concluding by stating that they also tried to located at 53rd and Meridian but that was outside the coverage area.

MITCHELL commented that the drawing on the board differs from the one Commissioners received in their agenda packets as far as the location of the tower on the site is concerned. He said this map shows the tower close to the street. He said the map provided with the Staff Report shows the tower located near the Monsanto property line.

ANDERSON indicated the blue line on the map is a 430-foot access all the way back to near Monsanto. He said the tower is located more in Monsanto's back yard than anyone else's.

GOOLSBY asked how maintenance of the site is handled. He said some companies hire landscape companies to take care of lawn and landscape at these sites. He asked if that was common practice.

ANDERSON said they have an operations team who fix the internal radios and basically make sure the site is functioning correctly, and they are supposed to report any maintenance issues, including trees that may have died. He said some jurisdictions require applicants to put in some type of maintenance bond. He said it is common practice to use landscape companies for initial installation; however, typically wireless companies like to depend on their employees to report things.

DENNIS noted that the Staff Report states there is a tower just over a mile from the site, but it does not indicate if AT&T contacted the owner of that tower with respect to co-location.

ANDERSON said AT&T is on that tower now.

DENNIS clarified so that tower was not a possibility?

ANDERSON said that question goes to his point about new capacity sites versus coverage sites. He said this proposed site helps off load traffic from that site as well as push new data that is on more modern phones.

MITCHELL said even though it was difficult to do, he was going to recommend approval of the application based on prior experience with what neighbors and adjacent property owners have told us would happen, and what has actually happened in the vicinity of other towers. He said he believes the neighbors are out of their realm of their expertise when they say it is going to ruin property values.

MOTION: To approve the request with the alternate conditions recommended by staff.

MITCHEL moved, **WARREN** seconded the motion.

DENNIS proposed an alternate motion to deny the application based upon the fact that this is a 140-foot tower in the middle of a residential district.

SUBSTITUTE MOTION: To deny the request per staff recommendation.

DENNIS moved, **FOSTER** seconded the substitute motion.

WARREN said he agreed with COMMISSIONER MITCHELL. He said several months ago he was driving to work when out of nowhere he saw this tower pop up close to where he works. He said when he called the City and asked when the tower went up they said about four years ago. He said cell towers have become part of our life. He said he is in the real estate business and he has seen no evidence that property values have been diminished as a result of cell towers. He asked if this was moved a hundred-foot to the west, would that alleviate some of the neighbors concerns.

LONGNECKER said the LI Limited Industrial zoning district allows for a higher tower.

WARREN said this is a fairly low density area in terms of the number of houses and it is becoming more difficult to find appropriate locations for cell towers. He said he would vote against the substitute motion and for the original motion.

GOOLSBY commented that when we go to use our cell phones we want them to work. He said his generation sees cell phone towers just as critical as utility poles, stormwater maintenance, facilities and roads. He said we live in the 21st Century and cell phone towers are a necessity to have that infrastructure and the luxury of cell phones. He commented that the Planning Commission agenda is on his cell phone and we have to have the towers to do that. He said he would vote against the substitute motion and in favor of the original motion.

SUBSTITUTE MOTION to deny failed (3-7). **KLAUSMEYER, GOOLSBY, MCKAY, MITCHELL, B. JOHNSON, RAMSEY** and **WARREN** - No.

ORIGINAL MOTION to approve, subject to staff's alternate conditions carried (7-3). **DENNIS, FOSTER** and **MILLER-STEVENSON** - No.

City of Wichita
City Council Meeting
April 8, 2014

TO: Wichita Airport Authority

SUBJECT: Resolution Changing the Name of Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Adopt the naming resolution changing the name of the Airport to “Wichita Dwight D. Eisenhower National Airport.”

Background: After following the procedures outlined in City Council Policy 13 for the renaming of public facilities, on March 4, 2014, the City Council voted to approve the renaming of Wichita Mid-Continent Airport to “Wichita Dwight D. Eisenhower National Airport” and directed staff to begin implementation work, including the development of documents for Federal recognition of the change.

Analysis: As the owner, operator, and governing body of the Airport, the Wichita Airport Authority (WAA) must pass a formal resolution changing the name of the facility. This resolution will be presented to the Federal Aviation Administration to start the process for implementing a new name in the worldwide aviation publications and aeronautical charts. The attached resolution contains some of the rationale and justification for choosing to honor President Eisenhower by renaming the Airport. The resolution also contains a directive that the name change will become effective on or about the time of the opening of the new terminal at the Airport, which is anticipated to be in the spring of 2015.

Financial Considerations: In order to implement the name change, costs estimated at approximately \$130,000 will be paid by the Airport. However, since these expenditures will be managed by the Airport, the final cost could be less once more precise estimates are obtained. Based upon estimates provided by the Kansas Department of Transportation (KDOT) and the Kansas Turnpike Authority (KTA), additional costs of approximately \$140,000 to replace or change approximately 20 area highway signs which contain the name of the Airport will need to come through reimbursements from others, likely the City of Wichita as the requesting party. KDOT has advised of the possibility that there could be some cost savings once they develop a more refined estimate based upon a location-specific analysis of each sign, and the investigation of opportunities to integrate some of the sign changes into other construction projects in the area.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form. The Wichita Airport Authority, as the owner, operator, and governing body of the Airport, has the legal authority to make a name change.

Recommendation/Action: It is recommended that the Wichita Airport Authority adopt the naming resolution and authorize the necessary signatures and all future actions required to implement the name change.

Attachments: Airport Naming Resolution.



RESOLUTION

14-104

A RESOLUTION TO CHANGE THE NAME OF THE WICHITA MID-CONTINENT AIRPORT TO THE WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT, AND FOR ALL OTHER PURPOSES.

WHEREAS, the Wichita Airport Authority is the owner and operator of the Airport which was originally dedicated as the Wichita Municipal Airport on March 31, 1954; and

WHEREAS, the Airport's name was changed to Wichita Mid-Continent Airport on June 11, 1973; and

WHEREAS, Dwight D. Eisenhower served nobly and admirably as both a five-star general in the U.S. Army and as Supreme Allied Commander during World War II; and

WHEREAS, Dwight D. Eisenhower was elected to two terms as President of the United States, and made reducing Cold War tensions through military negotiation, backed by military air superiority, a main focus of his administration; and

WHEREAS, Dwight D. Eisenhower's commitment to military air superiority resulted in the production of military aircraft in Wichita, Kansas for decades, causing our city to prosper and leading to the construction of a public airport on the west side of Wichita, where it remains today; and

WHEREAS, Dwight D. Eisenhower was instrumental in the creation of the United States Air Force Academy and signed legislation on April 1, 1954 which authorized the construction of the Academy; and

WHEREAS, Dwight D. Eisenhower supported the creation of the Interstate highway system which lead to economic growth in Wichita, Kansas and throughout the country and was also responsible for signing the bill that lead to the creation of the National Aeronautics and Space Administration in 1958; and

WHEREAS, on August 23, 1958, President Eisenhower signed legislation authorizing the Federal Aviation Act which created the agency now known as the Federal Aviation Administration; and

WHEREAS, Dwight D. Eisenhower has a rich history of encouraging and supporting military and civilian aviation and aerospace activities, which are the foundation of our community as the Air Capital of the World; and

WHEREAS, there are no commercial service airports in the United States named in honor of Dwight D. Eisenhower; and

WHEREAS, the City of Wichita is home to the largest and busiest commercial service airport in the State of Kansas; and

WHEREAS, Dwight D. Eisenhower considered Kansas his home state, reflected by the fact his library, museum and boyhood home are located in Abilene, Kansas; and

WHEREAS, in recognition of President Dwight D. Eisenhower's significance to the Nation, the State of Kansas and the City of Wichita, the Wichita Airport Authority, on behalf of the citizens of Wichita, seeks to honor Dwight D. Eisenhower by renaming Wichita Mid-Continent Airport after him.

NOW, THEREFORE, IN LIGHT OF THE FOREGOING, BE IT RESOLVED BY THE WICHITA AIRPORT AUTHORITY: The Wichita Airport Authority hereby adopts the name of "Wichita Dwight D. Eisenhower National Airport" and authorizes all necessary actions in order to effectuate this name change. This Resolution shall take effect and be in force from and after its passage so that measures required to transition to the new name shall begin and be implemented such that the name shall be effective on or about the opening date of the new airline terminal at the Airport in the spring of 2015.

ADOPTED at Wichita, Kansas this 8th day of April, 2014.

WICHITA AIRPORT AUTHORITY

By: _____

Carl Brewer, President

ATTEST:

By: _____

Karen Sublett, City Clerk

By: _____

Victor D. White, Director of Airports

APPROVED AS TO FORM:

By: _____

Gary Rebenstorf, Director of Law

Wichita, Kansas
April 7, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

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

Minutes of the regular meeting dated March 31, 2014, were read and on motion approved.

Bids were opened April 4, 2014, pursuant to advertisements published on:

Bridge Rehabilitation, Pawnee Avenue, Arkansas River (Pawnee, east of McLean) (472-84922/71526).

Bids Rejected

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

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

PARK AND RECREATION DEPARTMENT/MAINTENANCE DIVISION: Private Lot Mowing:

Complete Landscaping Systems Inc. - \$14,880.00 Group 1
\$14,880.00 Group 2

**PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION:
40,000 GVWR Utility Tilt Trailer.**

Kansas Underground Inc. - \$27,623.00 Base Bid
\$675.00 Option 1

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ SEWAGE TREATMENT DIVISION:
SP4 Strainpresses at Plant 2.**

Huber Technology Inc.* - \$25,938.00

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

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

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

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: April 7, 2014

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

April 4, 2014

Bridge Rehabilitation, Pawnee Avenue., Arkansas River (Pawnee, east of McLean) – Public Works & Utilities
Department/Engineering Division (ALL BIDS REJECTED)

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

April 4, 2014

Private Lot Mowing – Park & Recreation Department/Maintenance Division (See Exhibit B for Itemized Pricing
in the Formal Bid Report)

| | | |
|------------------------------------|---------|-------------|
| Complete Landscaping Systems, Inc. | Group 1 | \$14,880.00 |
| | Group 2 | \$14,880.00 |

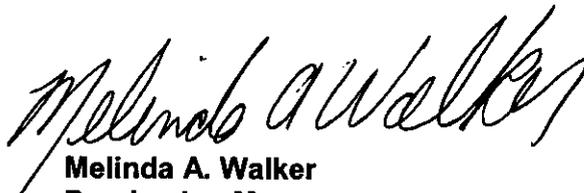
40,000 GWR Utility Tilt Trailer – Public Works & Utilities Department/Water Distribution Division

| | | |
|--------------------------|---------------------------|-------------|
| Kansas Underground, Inc. | Base Bid | \$27,623.00 |
| | Option 1 (Add) (Per Each) | \$675.00 |

SP4 Strainpresses at Plant 2 – Public Works & Utilities Department/Sewage Treatment Division

| | | |
|------------------------|--|-------------|
| Huber Technology, Inc. | Sole Source of Supply, Ordinance No. 35-856, Section 2(b) | \$25,938.00 |
|------------------------|--|-------------|

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


Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 4, 2014

RQ#440342

| FB#440051 | | Engineer's Construction Estimate | Wildcat Construction | Barkley Construction | Cornejo & Sons, LLC |
|--|----------|----------------------------------|----------------------|-----------------------|---------------------|
| Bridge Rehabilitation, Pawnee Ave., Arkansas River | | | \$1,626,154.10 | | |
| (Pawnee, east of McLean) | BID BOND | | X | | |
| | ADDENDA | 1 | X | | |
| 472-84922 (715726) | | | | | |
| | | Engineer's Construction Estimate | Dondlinger & Sons | Kansas Paving Company | |
| Bridge Rehabilitation, Pawnee Ave., Arkansas River | | | | | |
| (Pawnee, east of McLean) | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-84922 (715726) | | | | | |
| | | Engineer's Construction Estimate | | | |
| Bridge Rehabilitation, Pawnee Ave., Arkansas River | | | | | |
| (Pawnee, east of McLean) | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-84922 (715726) | | | | | |
| | | Engineer's Construction Estimate | | | |
| Bridge Rehabilitation, Pawnee Ave., Arkansas River | | | | | |
| (Pawnee, east of McLean) | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-84922 (715726) | | | | | |
| REJECT BIDS | | | | | |

CHECKED BY: KD
 REVIEWED BY: PS



Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440052 Private Lot Mowing

Close Date/Time: 4/4/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Parks

[Return to the Bid List](#)

Responses: 3

| Vendors | Complete | Bid Total | City Comments |
|--|-----------------|------------------|--|
| <u>T&G MOWING & EXCAVATING INC</u> | Complete | \$19,420.00 | Non-Responsive, Not Pre-Qualified Vendor as Required |
| <u>D&R MOWING SERVICES L.L.C.</u> | Complete | \$20,500.00 | Bid Withdrawn |
| <u>COMPLETE LANDSCAPING SYSTEMS INC</u> | Complete | \$29,760.00 | Award 04/08/2014 Groups 1 & 2 Park & Recreation Depart/Maintenance Div |

[Top of the Page](#)





Registration Solicitations Document Inquiry Login Help

Bid Results

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

Vendor Group Line

Solicitation: FB440052 Private Lot Mowing

Close Date/Time: 4/4/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Parks

Responses: 3

Go to:

Group 1

| Vendors | Complete | Group Total Net Bid |
|---|----------|---------------------|
| T&G MOWING & EXCAVATING INC | Complete | \$9,710.00 |
| D&R MOWING SERVICES L.L.C. | Complete | \$10,250.00 |
| COMPLETE LANDSCAPING SYSTEMS INC | Complete | \$14,880.00 |

[Top of the Page](#)

Group 2

| Vendors | Complete | Group Total Net Bid |
|---|----------|---------------------|
| T&G MOWING & EXCAVATING INC | Complete | \$9,710.00 |
| D&R MOWING SERVICES L.L.C. | Complete | \$10,250.00 |
| COMPLETE LANDSCAPING SYSTEMS INC | Complete | \$14,880.00 |

[Top of the Page](#)





Bid Results

[Profile](#) [Solicitations](#) [Document Inquiry](#) [Logout](#) [Help](#)

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

Vendor Group Line

Solicitation: FB440052 Private Lot Mowing

Close Date/Time: 4/4/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Parks

Responses: 3

Go to: 001

| Line 001 | Group 1: North of Central Avenue (Private Lot Mowing) | | Mowing and Trimming .5 acre and smaller | | | |
|----------------------------------|---|------|---|---------------|----------|----------|
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| T&G MOWING & EXCAVATING INC | 100 | Each | \$39.0000 | \$3,900.00 | Complete | |
| D&R MOWING SERVICES L.L.C. | 100 | Each | \$43.0000 | \$4,300.00 | Complete | |
| COMPLETE LANDSCAPING SYSTEMS INC | 100 | Each | \$60.0000 | \$6,000.00 | Complete | |

| Line 002 | Group 1: North of Central Avenue (Private Lot Mowing) | | Mowing and Trimming .51 to 1 acre | | | |
|----------------------------------|---|------|-----------------------------------|---------------|----------|----------|
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| T&G MOWING & EXCAVATING INC | 70 | Each | \$43.0000 | \$3,010.00 | Complete | |
| D&R MOWING SERVICES L.L.C. | 70 | Each | \$45.0000 | \$3,150.00 | Complete | |
| COMPLETE LANDSCAPING SYSTEMS INC | 70 | Each | \$69.0000 | \$4,830.00 | Complete | |

[Top of the Page](#)

| Line 003 | Group 1: North of Central Avenue (Private Lot Mowing) | | Mowing and Trimming over 1 acre / per acre price | | | |
|----------------------------------|---|------|--|---------------|----------|----------|
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| T&G MOWING & EXCAVATING INC | 50 | Each | \$50.0000 | \$2,500.00 | Complete | |
| D&R MOWING SERVICES L.L.C. | 50 | Each | \$50.0000 | \$2,500.00 | Complete | |
| COMPLETE LANDSCAPING SYSTEMS INC | 50 | Each | \$75.0000 | \$3,750.00 | Complete | |

[Top of the Page](#)

| Line 004 | Group 1: North of Central Avenue (Private Lot Mowing) | | Reporting Fee - No Mowing or Trimming | | | |
|----------------------------------|---|------|---------------------------------------|---------------|----------|----------|
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| COMPLETE LANDSCAPING SYSTEMS INC | 30 | Each | \$10.0000 | \$300.00 | Complete | |
| T&G MOWING & EXCAVATING INC | 30 | Each | \$10.0000 | \$300.00 | Complete | |
| D&R MOWING SERVICES L.L.C. | 30 | Each | \$10.0000 | \$300.00 | Complete | |

[Top of the Page](#)

| Line 005 | Group 2: South of Central Avenue (Private Lot Mowing) | | Mowing and Trimming .5 acre and smaller | | | |
|-----------------------------|---|------|---|---------------|----------|----------|
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| T&G MOWING & EXCAVATING INC | 100 | Each | \$39.0000 | \$3,900.00 | Complete | |

[Top of the Page](#)

| | | | | | |
|----------------------------------|-----|------|-----------|------------|----------|
| D&R MOWING SERVICES L.L.C. | 100 | Each | \$43.0000 | \$4,300.00 | Complete |
| COMPLETE LANDSCAPING SYSTEMS INC | 100 | Each | \$60.0000 | \$6,000.00 | Complete |

Line 006 Group 2: South of Central Avenue (Private Lot Mowing) Mowing and Trimming .51 to 1 acre

[Top of the Page](#)

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|----------------------------------|-----|------|-----------|---------------|----------|----------|
| T&G MOWING & EXCAVATING INC | 70 | Each | \$43.0000 | \$3,010.00 | Complete | |
| D&R MOWING SERVICES L.L.C. | 70 | Each | \$45.0000 | \$3,150.00 | Complete | |
| COMPLETE LANDSCAPING SYSTEMS INC | 70 | Each | \$69.0000 | \$4,830.00 | Complete | |

Line 007 Group 2: South of Central Avenue (Private Lot Mowing) Mowing and Trimming over 1 acre / per acre price

[Top of the Page](#)

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|----------------------------------|-----|------|-----------|---------------|----------|----------|
| T&G MOWING & EXCAVATING INC | 50 | Each | \$50.0000 | \$2,500.00 | Complete | |
| D&R MOWING SERVICES L.L.C. | 50 | Each | \$50.0000 | \$2,500.00 | Complete | |
| COMPLETE LANDSCAPING SYSTEMS INC | 50 | Each | \$75.0000 | \$3,750.00 | Complete | |

Line 008 Group 2: South of Central Avenue (Private Lot Mowing) Reporting Fee - No Mowing or Trimming

[Top of the Page](#)

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|----------------------------------|-----|------|-----------|---------------|----------|----------|
| COMPLETE LANDSCAPING SYSTEMS INC | 30 | Each | \$10.0000 | \$300.00 | Complete | |
| T&G MOWING & EXCAVATING INC | 30 | Each | \$10.0000 | \$300.00 | Complete | |
| D&R MOWING SERVICES L.L.C. | 30 | Each | \$10.0000 | \$300.00 | Complete | |

[Top of the Page](#)





Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440053 40,000 GVWR Utility Tilt Trailer

Close Date/Time: 4/4/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Water Distribution

Responses: 2

| Vendors | Complete | Bid Total | City Comments |
|---|-----------------|------------------|--|
| <u>KANSAS UNDERGROUND INC</u> | Complete | \$28,298.00 | Award 04/08/2014 Base Bid with Option 1 Public Works & Utilities Depart/Water Distribution Div |
| <u>BERRY TRACTOR & EQUIPMENT CO</u> | Complete | \$31,259.00 | |

[Top of the Page](#)





Bid Results

Profile Solicitations Document Inquiry Logout Help

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

Vendor Group Line
Solicitation: FB440053 40,000 GVWR Utility Tilt Trailer

Close Date/Time: 4/4/2014 10:00 AM CST

Solicitation Type: Formal Bid
Award Method: Aggregate Cost
Department: Water Distribution
Go to: 001

Return to the Bid List

Responses: 2

Line 001 Base Bid: New Unused Current Model 40,000 GVWR Utility Tilt Trailer. Manufacturer _____ Model _____
 Year _____

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|------------------------------|-----|------|---------------|---------------|----------|---------------------------------------|
| KANSAS UNDERGROUND INC | 1 | Each | \$27,623.0000 | \$27,623.00 | Complete | RedHaul Model R30220TBA-102 Year 2014 |
| BERRY TRACTOR & EQUIPMENT CO | 1 | Each | \$31,259.0000 | \$31,259.00 | Complete | Trail King Model TKT40LP |

Line 002 OPTION # 1 Installation of a 4" X 4" X 1/4" Angle Iron Rail Along the Full Length of Both Sides of the Platform with an Angle Cut at the Rear of the Traller to Eliminate Sharp Corners. [Top of the Page](#)

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|------------------------------|-----|------|------------|---------------|----------|--------------------|
| BERRY TRACTOR & EQUIPMENT CO | 1 | Each | \$0.0000 | \$0.00 | Complete | Included no charge |
| KANSAS UNDERGROUND INC | 1 | Each | \$675.0000 | \$675.00 | Complete | |

[Top of the Page](#)



Purchases Utilizing Sole Source of Supply

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

SUBJECT: SP4 Strainpresses at Plant 2

1 each – Screening Zone Auger, SP-P301VE

1 each – Screen, screening zone (5mm), SP-P307VE

FOR A TOTAL OF \$25,938.00

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

Department: PUBLIC WORKS & UTILITIES/WATER SEWAGE TREATMENT DIVISION

| Vendor | Reference Authority | Cost |
|-----------------------|------------------------------------|-------------|
| Huber Technology Inc. | Ordinance No. 35-856 Section 2 (b) | \$25,938.00 |
| | | |

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 8, 2014**

- a. Forestview from the south line of Lot 27, Block C to the north line of Lost Creek, and on Lost Creek from the west line of Forestview, east to the east line of Lot 21, Block A to serve Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (472-84069/766305/490323) Does not affect existing traffic. (District V) - \$297,000.00

- b. Verona from the west line of 135th Street West to the southwest corner of Lot 17, Block 2; Verona Circle from the west edge of Verona to the southwest corner of Lot 15, Block 1; Verona Court from the north edge of Verona to a point approximately 80 feet to the north serving Lots 1-2, Block 1; Siena from the south line of Verona to the southwest corner of Lot 41, Block 1; and Siena Court from the west edge of Siena to a point approximately 180 feet to the west serving Lots 20-30, Block 2 to serve Courtyards at Auburn Hills Addition (north of Kellogg, west of 135th Street West) (472-85128/766303/490321) Does not affect existing traffic. (District IV) - \$841,000.00

PRELIMINARY ESTIMATE of the cost of:

Verona from the west line of 135th Street West to the southwest corner of Lot 17, Block 2; Verona Circle from the west edge of Verona to the southwest corner of Lot 15, Block 1; Verona Court from the north edge of Verona to a point approximately 80 feet to the north serving Lots 1-2, Block 1; Siena from the south line of Verona to the southwest corner of Lot 41, Block 1; and Siena Court from the west edge of Siena to a point approximately 180 feet to the west serving Lots 20-30, Block 2 to serve Courtyards at Auburn Hills Addition

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

LUMP SUM BID ITEMS

| | | | |
|----|---|--------|----|
| 1 | AC Pavement 5" (3" Bit Base) | 5,450 | sy |
| 2 | Concrete C & G, Type 2 (3-5/8" RL & 1-1/2") | 2,248 | lf |
| 3 | Concrete C & G, Type 4 (6-5/8" & 1-1/2") | 1,467 | lf |
| 4 | Concrete Curb, Mono Edge (6-5/8" & 1-1/2") | 845 | lf |
| 5 | Concrete Pavement 7" (Reinf) | 764 | sy |
| 6 | Concrete Pavement 5" (Reinf) | 1,035 | sy |
| 7 | Crushed Rock Base 5", Reinforced | 8,788 | sy |
| 8 | Inlet Hookup | 6 | ea |
| 9 | Excavation | 25,074 | cy |
| 10 | Compacted Fill (95% Density) | 26,688 | cy |
| 11 | Concrete Sidewalk 4" | 8,592 | sf |
| 12 | Wheelchair Ramps | 7 | ea |
| 13 | Sleeves, 6" PVC | 103 | lf |
| 14 | 12" SWS | 29 | lf |
| 15 | 15" SWS | 482 | lf |
| 16 | 18" SWS | 108 | lf |
| 17 | 24" SWS | 450 | lf |
| 18 | 30" SWS | 54 | lf |
| 19 | 36" SWS | 205 | lf |
| 20 | MH, Shallow SWS (4') | 2 | ea |
| 21 | MH, Shallow SWS (5') | 1 | ea |
| 22 | MH, Shallow SWS (6') | 1 | ea |
| 23 | Inlet, Curb (Type 1A)(L=10' W=4') | 1 | ea |
| 24 | Inlet, Curb (Type 1A)(L=5' W=3') | 5 | ea |
| 25 | Inlet, Curb (Type 1A)(L=5' W=4') | 1 | ea |
| 26 | Inlet, Area (6'x5') | 1 | ea |
| 27 | Fill, Flowable | 789 | lf |
| 28 | Rip Rap, Light Stone | 63 | sy |
| 29 | Concrete Collar | 1 | ea |
| 30 | Signing | 1 | LS |
| 31 | Site Clearing | 1 | LS |
| 32 | Site Restoration | 1 | LS |
| 33 | Seeding, Temporary | 1 | LS |

MEASURED QUANTITY BID ITEMS

| | | | |
|----|------------------------------|-------|----|
| 34 | Inlet Underdrain | 110 | lf |
| 35 | BMP, Back of Curb Protection | 4,560 | lf |
| 36 | BMP, Curb Inlet Protection | 7 | ea |
| 37 | BMP, Drop Inlet Protection | 1 | ea |
| 38 | BMP, Rock Check Dam | 38 | ea |
| 39 | BMP, Hay Bale Barrier | 5 | ea |
| 40 | BMP, Erosion Control Mat | 1,960 | sy |
| 41 | BMP, Silt Fence | 1,950 | lf |

LUMP SUM BID ITEMS

| | | | |
|----|-----------------------|---|----|
| 42 | MH, Standard SWS (5') | 1 | ea |
|----|-----------------------|---|----|

Construction Subtotal

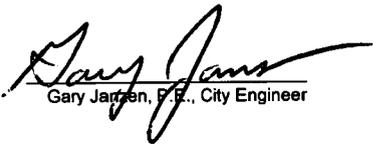
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

Total Estimated Cost

\$841,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

PRELIMINARY ESTIMATE of the cost of:

Forestview from the south line of Lot 27, Block C to the north line of Lost Creek, and on Lost Creek from the west line of Forestview, east to the east line of Lot 21, Block A to serve Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West)

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

LUMP SUM BID ITEMS

| | | | |
|----|--------------------------------------|-------|----|
| 1 | AC Pavement 5" (3" Bit Base) | 3,665 | sy |
| 2 | Crushed Rock Base 5", Reinforced | 4,520 | sy |
| 3 | Concrete C & G, Type 1 (6" & 1-1/2") | 2,200 | lf |
| 4 | Concrete Sidewalk 4" | 4,208 | sf |
| 5 | Pipe, SWS 15" | 218 | lf |
| 6 | Pipe, SWS 18" | 278 | lf |
| 7 | Pipe, SWS 24" | 162 | lf |
| 8 | Pipe, SWS 30" | 172 | lf |
| 9 | Inlet, Curb (Type 1A) (L=5' W=3') | 3 | ea |
| 10 | Inlet, Curb (Type 1A) (L=10' W=3') | 2 | ea |
| 11 | MH, Standard SWS (5') | 1 | ea |
| 12 | MH, Shallow SWS (5') | 1 | ea |
| 13 | Inlet, Drop, Special | 1 | ea |
| 14 | Pipe, End Section 30" | 1 | ea |
| 15 | Rip-Rap, Light Stone | 33 | sy |
| 16 | Excavation | 1,921 | cy |
| 17 | Fill, Compacted (95% Density) | 159 | cy |
| 18 | Fill, Sand (Flushed & Vibrated) | 42 | lf |
| 19 | Inlet Adjusted | 2 | ea |
| 20 | Inlet Hookup | 2 | ea |
| 21 | Maintain Existing BMPs | 1 | LS |
| 22 | Signing | 1 | LS |
| 23 | Seeding | 1 | LS |
| 24 | Site Clearing | 1 | LS |
| 25 | Site Restoration | 1 | LS |

MEASURED QUANTITY BID ITEMS

| | | | |
|----|------------------------------|-------|----|
| 26 | Inlet Underdrain | 40 | lf |
| 27 | BMP, Back of Curb Protection | 2,200 | lf |
| 28 | BMP, Curb Inlet Protection | 2 | ea |
| 29 | BMP, Drop Inlet Protection | 3 | ea |
| 30 | BMP, Silt Fence | 504 | lf |

Construction Subtotal

- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Water Dept
- Contingency

Total Estimated Cost

\$297,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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


Gary Jarzen, P.E., City Engineer

Sworn to and subscribed before me this _____ (DATE)

City Clerk

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding for Little Arkansas River
Watershed Protection Plan (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding.

Background: On August 2, 2005, the City Council approved a Memorandum of Understanding (MOU) with the McPherson County Conservation District (MCCD) to assist in funding the implementation of Best Management Practices (BMPs) in the Little Arkansas River watershed. The BMPs are aimed at reducing atrazine levels in the river. The City has supported this effort since 2005 through annual reviews of funding limits and approval of MOUs.

Atrazine is a herbicide widely used in corn and sorghum production and has been determined to be the primary pollutant of concern for injection of water into the Equus Beds Aquifer. After water is withdrawn from the river, atrazine must be removed from it prior to being recharged into the Equus Beds Aquifer. It is estimated that atrazine is used on approximately 300,000 acres of cropland in the Little Arkansas watershed.

Analysis: The City's participation in the protection plan benefits the City by reducing treatment costs by limiting the amount of atrazine in the river that must otherwise be removed through the surface water treatment plant. BMPs under this program have been shown to effectively reduce atrazine by 40% where installed. BMPs have been implemented through this program to specifically reduce atrazine on 143,736 acres of fields in vulnerable areas from 2006 through 2013.

The MOU with the McPherson County Conservation District provides up to 100% cost share funding as an incentive for producers to install BMPs. The McPherson County Conservation District approves eligible projects and utilizes Environmental Protection Agency (EPA) grant money administered through the Kansas Department of Health and Environment (KDHE) to fund portions of these projects. The City provides up to 75% for these EPA grant-funded projects. The City also pays up to 75% of the cost for BMP projects that do not fall under the grant funding eligibility requirements. The producer pays the remaining cost of these projects. The percentage per project that the City may reimburse is higher than in previous years to accommodate changes in the way that the watershed may distribute EPA funds. The amount the City is providing for the projects as a whole has not changed.

BMP effectiveness is ensured by close oversight. The Little Arkansas Watershed Advisory was created under the McPherson County Conservation District to review and approve BMPs in the watershed. A monitoring program, under the Kansas State University Research and Extension Office, is being used to verify the effectiveness of the BMPs.

Other collaborative efforts also benefit this program. KDHE provides funds for educational efforts, demonstrations and some monitoring; Kansas State University Research and Extension performs water quality monitoring and analysis, BMP implementation and delivery of educational programs; and the Natural Resources Conservation Service assists with BMP implementation.

Financial Considerations: The Production and Pumping 2014 Approved Operations Budget has allocated \$50,000 in 2014 for Little Arkansas Watershed projects. Applications for BMP implementation incentives are reviewed and approved by the MCCD. Payments to producers for approved applications are made by the City, with the total of all payments not to exceed the \$50,000 annual contribution limit. The total of all funds allocated may not be fully utilized within the fiscal year.

Legal Considerations: The Law Department has reviewed and approved the Memorandum of Understanding, including funding contributions, as to form.

Recommended Action: It is recommended that the City Council approve the Memorandum of Understanding and proposed funding contributions, and authorize the necessary signatures.

Attachments: Memorandum of Understanding.

Memorandum of Understanding
Between
McPherson County Conservation District
And
The City of Wichita

Purpose:

The implementation of certain practices in the Little Arkansas River Watershed above the City of Wichita's water intake points has positive impacts on the quality of the water for the City's groundwater recharge project.

Background:

In 2006 a demonstration project was initiated to evaluate the effectiveness of implementing Best Management Practices (BMP's) for atrazine in the Little Arkansas Watershed. Five sub-watersheds were selected to study with three targeted for rapid implementation of BMP's and the two adjoining watersheds receiving no special programs for atrazine. In years two and three, the project expanded to include three more watersheds targeted for BMP implementation. In this three-year study (2006-2008), atrazine BMP's were implemented on 30,295 acres of grain sorghum and corn. Water quality monitoring data has shown significant reductions in concentrations and annual loadings of atrazine in those streams of watersheds where (BMP's) were implemented. Varying weather conditions over the three year period allowed the McPherson County Conservation District (MCCD) to more accurately evaluate these BMP's and predicts results for other areas of the watershed. There is continued interest and participation in this program with more than 95% of those contacted implementing atrazine BMP's. EPA has granted a 4B alternative for the three original watersheds. This designation is their recognition of the plan in place by local citizens to reduce atrazine levels in the watershed and requires a continued emphasis on BMP implementation and monitoring of water quality changes in these sub-watersheds. The Little Arkansas Watershed Program (LAWP) leadership team intends to continue studying these original watersheds. They also recognize the importance of using these predictable results to encourage growers in other vulnerable areas of the watershed to begin implementing atrazine BMP's. The total number of acres with atrazine BMP implementation from 2006 through 2013 is 143,736. It is the goal of the LAWP leadership team to include additional vulnerable fields as funding allows.

In 2009, a demonstration project was initiated to develop and implement a targeted market-based pilot conservation program in the Black Kettle Watershed. This project targeted the most vulnerable sites in the watershed leading to improved water quality and reduced soil erosion while maintain agricultural productivity. All crop fields were assessed identifying and ranking the most vulnerable for soil erosion and sediment delivery. A menu of market based incentives was developed offering \$40/acre for each ton of sediment reduced annually by implementation of practices. As a result of these innovative methods, 21 farmers implemented best management practices on 141 fields (5,078 acres) resulting in a reduction in annual sediment deliver to streams in watershed from 13,000 tons/year to 5,138 tons/year (60% reduction). The LAWP is using this innovative and practical approach to implement sediment BMP's in other areas of the watershed. In 2013, BMP's were implemented on 7,817 acres resulting in an estimated sediment load reduction of 5,082 tons per year.

Incentives:

It is the intent of this Memorandum of Understanding (MOU) to provide an incentive to producers within the watershed to install these beneficial practices and to provide up to 100% cost share reimbursement, within the county average costs, to producers who install beneficial practices as recommended by K-State

Research and Extension (KSRE) or Natural Resources Conservation Services (NRCS), and to establish the procedure by which payments to those producers will be processed. Under the Little Arkansas Watershed Program (LAWP), the producer can apply for funding to implement or install eligible improvements approved by the Little Arkansas Watershed Advisory (LAWA). Upon approval and completion of the practices, the producer will receive reimbursement up to 100% of the county average cost, or actual cost, whichever is less, for implementing those improvements, from the McPherson County Conservation District utilizing KDHE (EPA 319 funds). The intention of this MOU is to facilitate a means whereby the producer could receive up to 100% reimbursement by having the City of Wichita provide up to a 75% cost share payment for the improvements. For other innovative practices recommended by KSRE or NRCS, that are not currently covered under existing programs, the City of Wichita will provide cost reimbursement up to 75%, or an incentive payment based on KRSE and SCC experience, as recommended and approved by the LAWA. The remaining costs would be the responsibility of the producer. The LAWA will review application for cost reimbursement and will make decisions for approval based on available payments and the impact of implementing specific practices. Funding priority will be given to atrazine BMP's utilizing City of Wichita monies. This MOU will cover cost share practices installed under the FY 2014 program year beginning January 1, 2014 through December 31, 2014.

McPherson County Conservation District Responsibilities:

The District will:

1. Maintain official records relative to farms and through the LAWP leadership team, determine the producer's eligibility to participate in the LAWP and other official records.
2. Be responsible for maintaining County Average Costs. County Average Costs will be the basis for determining if the practice(s) instituted by the producer were done in a cost effective manner. Expenses incurred by the producer above the County Average Cost will not be eligible for reimbursement.
3. Provide to the City a breakdown of the units (acres, linear feet, etc.) performed which will include a copy of the CS4 form showing:
 - a. Best Management Practice (BMP) applied.
 - b. Total of the units applied or completed.
 - c. The County Conservation District County Average Cost for the BMP.
 - d. Dollar amount eligible for cost-share.
 - e. Dollar amount paid by cost-share fund.
4. Administer the cost share amount to the producer for KDHE (DPA 319) LAWP funds.
 - a. The total amount of LAWP funds available varies yearly with \$90,000 available for FY 2014. This consists of EPA 319 funds (\$40,000) and Wichita funds (\$50,000).
 - b. The maximum cost share to a single producer in a fiscal year will be reviewed annually.
5. Provide to the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and the legal description of the demonstration site. Producers will also provide a completed Vendor Registration Form to the City.
6. Provide an accounting of the program to all County Conservation District in the Little Arkansas Watershed.

City of Wichita Responsibilities:

The City will:

1. Maintain official records relative to the Little Arkansas Watershed Program (LAWP).
2. Will process payments and send them to the producer after a request for payment is received from the McPherson County Conservation District.
3. Provide notification to the McPherson County Conservation District of payments as soon as possible within workload requirements.
4. Provide funding in the amount up to \$50,000 to the Little Arkansas Watershed Program (LAWP) for TY 2013. Funding will be reviewed annually.

Both Parties:

1. This agreement can be modified with written consent of both parties.
2. This agreement can be terminated with 60 days written notice of either party.

McPherson County Conservation District

City of Wichita

Date

Date

Approved as to form _____
(Date)

_____, City Attorney

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: Agreement for Professional Services for the 2013 Equus Beds Accounting and Annual Report (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The United States Geological Survey (USGS) periodically releases revised accounting models for Aquifer Storage and Recovery (ASR) data. The most recent model update was released in 2012. The accounting model currently employed by the City must be updated to the revised model and populated with the appropriate data. As the only consulting firm equipped to provide the needed services, staff recommends that Burns & McDonnell Engineering Company, Inc. be hired to perform the model update and related services. Burns & McDonnell has provided these services to the City since the inception of the Equus Beds ASR project more than a decade ago. Additionally, Burns & McDonnell was competitively selected as the service provider for other Equus Beds ASR projects, providing the added advantage of familiarity.

Analysis: As a condition of the operating permits to recharge water into the Equus Beds aquifer, an annual report of water recharge and withdrawal, based on the accounting model, must be generated each year. The proposed agreement between the City and Burns & McDonnell provides for updates to the accounting model as required by the USGS. Additional related services included in the agreement are:

- Generation of the 2013 Annual Report;
- Generation of annual results from 2006 to 2013;
- Calculation of recharge credits; and
- Data analysis.

Financial Considerations: Payment to Burns & McDonnell will be based on time related charges for labor and direct expenses, with the total of all payments not to exceed \$105,837. The agreement provides that any costs in excess of the stated limit will be agreed upon by both parties prior to the services being provided or expenses being incurred. Payment to Burns & McDonnell will be made from the City's Production & Pumping operating budget.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BURNS & MCONNELL ENGINEERING COMPANY, INC.

2013 Equus Beds Accounting & Annual Report
(Project No. 448-90626)

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

WHEREAS, the CITY intends to assess the ability to satisfy the demand for water.

WHEREAS, the major components of this PROJECT will include, but not limited to providing engineering services to the City of Wichita Water Utility; and,

WHEREAS, the work will be conducted under the direction of the City Engineer or his designated representative, with milestone reviews.

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required to update the accounting model to the newly released USGS model, compare the results of the new model to the previously submitted accounting model reports for the years 2006-2012, and complete the 2013 ASR Accounting model and Annual Report. The major tasks for this work are:

- A. Update the new USGS model w/2009-2013 data.
- B. Run the model and generate results for each year from 2006-2013.
- C. Calculate recharge credits.
- D. Generate 2013 Accounting model & Annual Report and submit to DWR.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as requested.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all writings, calculations, sketches, drawings and models such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agent, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY, or its authorized representative. To comply with all Federal,

State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "A" which is attached hereto and adopted by reference as though fully set forth herein.

- F. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- G. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT. EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- H. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans, writings, model, and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, writings, models, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
The Study Report, model(s), presentation materials, and any other work produced under this Agreement which may be copyrighted shall become the property of the CITY upon completion, and there shall be no restriction or limitation on the further use of said works by the CITY. The parties hereto intend the CITY to have copyright ownership in the works produced hereunder, as "works made for hire", under the provisions of United States copyright laws. In the event any of the work is ever determined to constitute or qualify as a "work made for hire", ENGINEER agrees to grant the CITY a perpetual, royalty-free and irrevocable license to reproduce, publish and/or otherwise use and authorize others to use such works.
- I. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

- J. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to

proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

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

IV. PAYMENT PROVISIONS

- A. Payment to the Engineer for the performance of the professional services required shall be time released charges for labor, per attached rate table shown in Exhibit "B" and direct expenses, but the total of all payments shall not exceed \$105,837 and may be less than the estimated amount.
- B. During the progress of work covered by this agreement, partial payments may be made to the ENGINEER monthly. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project Grant chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.
- C. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional services not covered by the scope of this agreement.
 - 3. Administration related to the PROJECT
 - 4. A major change in the scope of services for the PROJECT.

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

IV. THE PARTIES HERETO MUTUALLY AGREE:

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

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

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST

Karen Sublett, City Clerk

APPROVED AS TO FROM:

Gary Rebenstorf, Director of Law

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

Ron Coker, Senior Vice President

ATTEST:

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

CITY OF WICHITA
WATER SUPPLY ENGINEERING
2013 EQUUS BEDS ACCOUNTING MODEL & ANNUAL REPORT
(Project No. 448-90626)

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

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

training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

EXHIBIT B

Schedule of Hourly Professional Service Billing Rates

2013 Equus Beds Accounting Model & Annual Report
(Project No. 448-90626)

| <u>Position Classification</u> | <u>Classification Level</u> | <u>Hourly Billing Rate</u> |
|------------------------------------|---------------------------------|--------------------------------|
| General Office* | 5 | \$61.00 |
| Technician* | 6 | \$72.00 |
| Assistant* | 7 | \$84.00 |
| | 8 | \$117.00 |
| | 9 | \$130.00 |
| Staff* | 10 | \$143.00 |
| | 11 | \$158.00 |
| Senior | 12 | \$173.00 |
| | 13 | \$188.00 |
| Associate | 14 | \$201.00 |
| | 15 | \$213.00 |
| | 16 | \$219.00 |
| | 17 | \$225.00 |

II. NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McConnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to ~~Burns & McDonnell~~ plus 10%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. ~~A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.~~
7. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.

8. The rates shown above are effective for services through December 31, 2014, and are subject to revision thereafter.

Exhibit B
2013 Equus Beds Accounting Model & Annual Report
City of Wichita, Kansas
(Project No. 448-90626)

| Task No. | Description | Hours | Total Task Cost |
|-----------------|---|--------------|------------------------|
| 1 | Update USGS Model with 2006-12 Data | 32 | \$5,614 |
| 2 | Run Model & Generate index cell data for 2006 - 12 | 16 | \$2,807 |
| 3 | Analyze Model Data | 84 | \$16,064 |
| 4 | Update Accounting Model with 2013 Data | 100 | \$16,835 |
| 5 | Calibrate 2013 Accounting Model | 28 | \$5,907 |
| 6 | Run 2013 Accounting Model | 16 | \$3,375 |
| 7 | Analyze model data | 84 | \$16,064 |
| 8 | Prepare 2013 Accounting Model & Annual Report for City review | 136 | \$26,018 |
| 9 | Meetings to review model updates and results | 12 | \$3,029 |
| 10 | Project Management and QA/QC | 50 | \$10,124 |
| | Total - 2013 Equus Beds Accounting Model & Annual Report | 558 | \$105,837 |

**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
MARCH 2014**

| COMMODITY TITLE | EXPIRATION DATE | VENDOR NAME | DEPARTMENT | ORIGINAL CONTRACT DATES | RENEWAL OPTIONS REMAINING |
|---|-----------------|---|---|-------------------------|---------------------------|
| Abstracts, Title Insurance and Other Related Services | 3/31/2015 | Security 1st Title, LLC | City Manager's Office | 4/17/2012 - 3/31/2013 | 1 - 1 year option |
| Auto Glass - Furnish & Install for Vehicles & Mechanized Equipment | 3/31/2015 | American Auto Glass, Inc. | Various | 4/3/2012 - 3/31/2013 | Last option |
| Bauer Breathing Air Compressors, Charging Stations and Air Quality Testing Services (Service & Equipment) | 3/31/2015 | Breathing Air Services, Inc. | Fire | 4/1/2013 - 3/31/2014 | 1 - 1 year option |
| Cost Allocation Plan | 3/31/2015 | MGT of America, Inc. | Finance | 3/22/2010 - 3/31/2013 | Last option |
| Fire Detection Alarm Systems Inspection - Airport | 3/31/2015 | Kansas Fire Equipment Co., Inc. | Wichita Mid-Continent Airport & Jbara Airport | 4/1/2012 - 3/31/2013 | Last option |
| Fire Suppression Systems Inspect- Airport | 3/31/2015 | Simplex Grinnell LP | Airport Authority | 4/1/2012 - 3/31/2013 | Last option |
| Furniture, Herman Miller Office Systems | 3/31/2015 | John A Marshall Co. | Finance | 06/12/2003 - 06/11/2006 | Annual basis |
| Graphic Design Services for Stormwater Marketing Efforts | 3/31/2015 | Rowley Snyder Ablah Inc. DBA RSA Marketing Services | Public Works & Utilities | 4/1/2013 - 3/30/2014 | 3 - 1 year options |
| Landscape Maintenance at Water Center | 3/31/2014 | Gaia's Way | Public Works & Utilities | 6/1/2012 - 3/31/2013 | 1 - 1 year option |
| Landscape Maintenance Murfin Animal Care Campus | 3/31/2015 | Dragonfly Lawn & Tree Care, LLC | Park and Recreation | 4/1/2013 - 3/31/2014 | 1 - 1 year option |
| Legal Services related to City's Acquisition of Property & Rights-of-way under its Eminent Domain Authority | 3/31/2015 | Orrick & Erskine, L.L.P. | Law | 4/17/2012 - 3/31/2013 | 2 - 1 year options |
| Legal Services related to City's Police Claims | 3/31/2015 | Fisher, Patterson, Saylor & Smith LLP | Law | 4/15/2013 - 4/14/2014 | 2 - 1 year options |
| Locks | 3/31/2015 | Central Key & Safe Co., Inc. | Park and Recreation | 4/1/2012 - 3/31/2013 | Last option |
| Manhole Frames & Covers (Sanitary Sewer) | 3/31/2015 | HD Supply Waterworks, Inc. | Public Works & Utilities | 4/10/2012 - 3/31/2013 | Last option |
| Mow, Edge & Trim at Water Center | 3/31/2015 | Dragonfly Lawn & Tree Care, LLC | Public Works & Utilities | 4/4/2012 - 3/31/2013 | Last option |
| Mowing, Drainageway | 3/31/2015 | Commercial Lawn Management of Wichita, Inc. | Public Works & Utilities | 4/1/2013 - 3/31/2014 | 3 - 1 year options |
| Paint - Exterior and Interior | 3/31/2014 | PPG Architectural Finishes, Inc. dba Porter Paint | Public Works & Utilities | 4/1/2011 - 3/31/2012 | Last option |
| Paper - Shredding Security | 3/31/2015 | Cintas Corporation | Various | 8/1/2009 - 3/31/2010 | Annual basis |
| Pest Control - Bed Bug Treatment - Group 3 | 3/31/2015 | Signature Pest Control | Housing & Community Services | 4/1/2012 - 3/31/2013 | Last option |
| Pest Control & Roach Spraying Services - Group 1 | 3/31/2015 | Reliable Pest Management | Housing & Community Services | 4/1/2012 - 3/31/2013 | Last option |
| Pest Control & Termite Control Services - Group 2 | 3/31/2015 | Go Green! Pest Control Services | Housing & Community Services | 4/1/2012 - 3/31/2013 | Last option |
| Rags, Wiping | 3/31/2015 | Southwest Paper Company, Inc. | Various | 4/1/2013 - 3/31/2014 | 1 - 1 year option |
| Rip Rap 5 x 9, 18" and 24" | 3/31/2015 | A Plus Logistics, LLC | Public Works & Utilities | 4/1/2012 - 3/31/2013 | Last option |
| Sewer Cleaning Services | 3/31/2015 | Thome Companies, Inc. dba Tom's Sewer Service | Various | 4/1/2012 - 3/31/2013 | Last option |
| Snacks for Summer of Discovery Program | 3/31/2015 | Via Christi Hospitals Wichita, Inc. | Park and Recreation | 4/7/2012 - 3/31/2013 | Last option |
| Special Liquor Tax Funds Administration (of) | 3/31/2015 | Comcare-Sedgwick County, Kansas | City Manager's Office | 4/1/2013 - 3/31/2014 | 3 - 1 year options |
| Swim Suits for Park Pool Staff | 3/31/2015 | Water Safety Products, Inc. | Park and Recreation | 4/2/2012 - 3/31/2013 | Last option |
| Telecommunications System | 3/31/2015 | Comm Link, Inc. | Airport Authority | 3/31/2005 - 3/30/2010 | Last option |
| Temporary/Seasonal Workers Professional Services | 3/31/2015 | Syndeo Staffing | Human Resources | 4/1/2011 - 3/31/2012 | 1 - 1 year option |
| Uniforms - Transit | 3/31/2014 | Baysinger Police Supply, Inc. | Transit | 2/1/2011 - 1/31/2012 | Last option |
| Vehicle Washes (Brush and Brushless) | 3/31/2014 | The Pantry Inc. | Various | 1/1/2004 - 2/28/2005 | Annual basis |

| | | | | | |
|---|-----------|---------------------------|------------------------------|-----------------------|-------------------|
| Windows - Thermal Break Primary (Energy Star) | 3/31/2015 | Columbia Industries, Inc. | Housing & Community Services | 4/16/2013 - 3/31/2014 | 1 - 1 year option |
|---|-----------|---------------------------|------------------------------|-----------------------|-------------------|

**PROFESSIONAL CONTRACTS UNDER \$25,000
MARCH 2014**

| VENDOR NAME | DOCUMENT NO | DOCUMENT TITLE | AMOUNT | | |
|-------------|-------------|----------------|--------|--|--|
| | | | | | |
| | | | | | |
| | | | | | |

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR MARCH 2014**

| VENDOR NAME | DOCUMENT NO | DOCUMENT TITLE | AMOUNT | | |
|-------------------------|-------------|------------------------------|--------------|--|--|
| Avail Technologies Inc. | DP440155 | Support Services | \$31,748.50 | | |
| Ventyx Inc. | DP440191 | Software Maintenance/Support | \$141,690.89 | | |
| | | | | | |

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: Sedgwick County Interlocal and Oaklawn Agreements (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Interlocal agreement and Oaklawn agreement with Sedgwick County.

Background: Each year, the Federal Transit Administration (FTA) provides grant money for use in providing urban public transportation services. The amount of funding is based upon a complex formula involving miles driven, population area, and density served. The City of Wichita provides the local resources to support transit services in the urbanized area, and therefore, transit services are contained to the Wichita City limits.

Analysis: The service area for which the City of Wichita is allowed to seek funds includes parts of Sedgwick County and other incorporated entities within the urbanized area (UZA). The City can request funds for public transportation services to enhance the programs of the urbanized areas of Sedgwick County and pass through a portion of the total annual apportionment. For Fiscal Year 2014, the pass-through funds will be \$120,000 of Federal funds for planning and preventive maintenance for Sedgwick County. Sedgwick County will provide all transportation services located in the urbanized area of Sedgwick County other than the Oaklawn services for which Sedgwick County will pay the City of Wichita to provide. The City of Wichita holds an agreement with Sedgwick County to provide transit bus and paratransit service to the Oaklawn area located outside of the Wichita City limits. Sedgwick County will pay the City of Wichita \$37,302 for the non-Federal share of transit services provided in the Oaklawn area for Fiscal Year 2014.

Financial Considerations: The federal UZA grant totals \$120,000. The grant is administered and budgeted by the City of Wichita. Aside from administering the grant, there is no financial impact for Wichita Transit, since the local match of \$30,000 is provided by Sedgwick County, as the sub-recipient. The separate Oaklawn service agreement with Sedgwick County will result in revenue of \$37,302 to the Transit Fund, offsetting budgeted City expenditures for transit services provided in the Oaklawn area.

Legal Considerations: The City's Law Department has reviewed and approved these agreements as to form.

Recommendations/Actions: It is recommended that the City Council approve the Interlocal and Oaklawn agreements.

Attachments: Interlocal agreement and Oaklawn agreement for Sedgwick County.

INTERLOCAL AGREEMENT
For Section 5307 Funding

This Interlocal agreement (Agreement) is entered into by and between the City of Wichita, Kansas (“WICHITA”) and Sedgwick County, Kansas (“COUNTY”).

WICHITA and COUNTY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 (“Act”) to provide on-going support to transit services provided by WICHITA and COUNTY. It is, therefore, mutually agreed as follows:

1. **Term.** The Agreement shall be effective upon execution by all parties hereto and shall be effective FY 2014, terminating after receipt of final payment or 3 years from Federal Fiscal year of the grant, unless terminated earlier as allowed below.
2. **Operations and Management.** WICHITA and COUNTY shall each be solely responsible for the separate operation and management of their respected public transportation systems. WICHITA and COUNTY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. WICHITA agrees to assist COUNTY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit Database, etc. WICHITA will be responsible for scheduling an annual meeting with COUNTY for review and future planning.
3. **Allocation of FY2014 Section 5307 Funds.** For FY2014, COUNTY shall be designated by WICHITA to be a sub-grantee (pass-through) recipient to receive Section 5307 (CFDA 20.507) funding for preventive maintenance and program support. The FTA grant number awarded is KS-90-X145--02. The total allocation for COUNTY’s transportation system for FY2014 is **\$120,000**; the federal portion is **\$150,000** and the COUNTY’s portion is **\$30,000** for the required 20% local match.
4. **Application for Section 5307 Funding.** WICHITA shall apply to the FTA for funding under Paragraph 3. The funds received by COUNTY shall be matched at an appropriate percentage (20% of the total allocation) by local funds secured by COUNTY and shall be available for use by COUNTY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibit C and D attached.
5. **Future Section 5309 Applications.** WICHITA and COUNTY shall cooperate to pursue applications as may be appropriate for capital grants under Section 5309, which shall include funds for capital acquisitions by COUNTY.
6. **Carryover of Funds.** Funds allocated to COUNTY pursuant to Paragraphs 4 and 5 may be carried over for a maximum of 3 years from start of federal fiscal of grant.
7. **Future Allocation of 5307 Funds.** Based on the availability of SECTION 5307 funds, COUNTY may be subject to less apportionment than the \$120,000 FTA portion available for allocation in a fiscal year. This will be determined during the annual planning meeting.
8. **Compliance with Laws.** WICHITA and COUNTY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all

relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.

9. **Extension of Agreement.** WICHITA and COUNTY may extend this Agreement on a year-to-year basis with written approval of both parties. Funds are secured in the agreement year and subject to be spent within FTA requirements.
10. **Establishment and Maintenance of Records.** COUNTY shall establish and maintain records as prescribed by WICHITA, with respect to all matters covered by this Agreement. Except as otherwise authorized by WICHITA, COUNTY shall retain such financial and nonfinancial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, oversight or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.
11. **Reports and Information.** COUNTY, at such times and in such forms as WICHITA or its designated and authorized representative(s) may require, shall furnish to WICHITA, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.
12. **Audits and Inspections.** COUNTY shall, at anytime, and as often as WICHITA may deem necessary, make available to WICHITA, or its designated and authorized representative(s), for examination of all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, oversights, examinations, excerpts, and transcriptions. COUNTY is required to provide WICHITA with access to their single audit report.
13. Per OMB Circular A-133: **Pass-through Entity Responsibilities.** A pass-through entity shall perform the following for the federal awards it makes:
 - A. Identify federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R&D, and name of federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the federal award.
 - B. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity.
 - C. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.
 - D. Ensure that subrecipients expending \$500,000 or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year.
 - E. Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
 - F. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.
 - G. Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

14. **Discrimination.**

- A. **Discrimination Prohibited.** No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 – Pub. L. 88-352). For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit of COUNTY receiving funds pursuant to this Agreement.
- B. COUNTY further agrees to implement and comply with the “Revised Nondiscrimination and Equal Employment Opportunity Statement” for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans with Disabilities Act of 1990, as amended.

15. **Payments.**

- A. **Compensation and Method of Payment.** Compensation and method of payment to COUNTY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of WICHITA.
- B. **Total Payments.** Total payments to COUNTY will be in the contracted amount of \$120,000 FTA portion starting January 1, 2014, unless carryover money remains, then carryover money will be drawn down first.
- C. **Restriction on Disbursements.** No grant funds shall be disbursed to COUNTY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

16. **Termination Clause.** Whenever either of the parties hereto determines that termination of this Agreement is in such party’s best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

- A. Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;
- B. This Agreement may be terminated if project funds to WICHITA under the grant are suspended or terminated;
- C. Either party hereto may also, by giving thirty (30) days notice, terminate this Agreement for convenience; and
- D. Upon receipt of notice of termination, COUNTY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit, within a reasonable period of time to be specified by WICHITA, a cancellation settlement

proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

17. **Appendices.** All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C or Exhibit D, the terms of Exhibit C and Exhibit D shall take precedence.

- Exhibit A Nondiscrimination and Equal Employment Opportunity Statement
- Exhibit B Scope of Services and Method of Payment
- Exhibit C Fiscal Year 2014 Certifications and Assurances for FTA Assistance Programs
- Exhibit D FTA 2014 Master Agreement of October 1, 2013
- Exhibit E Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

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

**BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS**

**CITY OF WICHITA, KANSAS
By order of the City Council**

Dave Unruh, Chairman

Carl Brewer, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Justin M. Waggoner, Assistant County
Counselor

Gary E. Rebenstorf, Director of Law

ATTEST:

ATTEST:

Kelly B. Arnold, County Clerk

Karen Sublett, City Clerk

Exhibit A
Nondiscrimination and Equal Employment Opportunity Statement

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

- A. During the performance of this Agreement, the contractor, subcontractor, vendor, or supplier of the City, or any of its agencies, shall comply with all 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 promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin, or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, “Equal Opportunity Employer” or a similar phrase to be approved by the “Kansas Human Rights Commission”;
 3. If the contractor fails to comply with the manner in which the contractor reports to the “Kansas Human Rights Commission” in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated, or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the “Kansas Human Rights Commission” which has become final, the contractor shall be deemed to have breached the present Agreement, and it may be canceled, terminated, or suspended in whole or in part by the contracting agency; and
 5. The contractor shall include the provisions of Paragraph 1 through 4, inclusive, of this Subsection B in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination – equal employment opportunity in all employment relations, including, but not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The vendor, supplier, contractor, or subcontractor shall submit and Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor, or subcontractor will, in all solicitations or advertisements for employees placed by or on the behalf of the vendor, supplier, contractor, or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, “disability, and age except where age is a bona fide occupational qualification”, national origin, or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor, or subcontractor shall include the phrase, “Equal Opportunity Employer” or similar phrase;
3. The vendor, supplier, contractor, or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with nondiscrimination – equal employment opportunity requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, or subcontractor shall be deemed to have breached the present contract, purchase order, or Agreement and it may be canceled, terminated, or suspended in whole or in part by the City or its agency, and further civil rights complaints or investigations may be referred to the State;
4. The vendor, supplier, contractor, or subcontractor shall include the provisions of Subsection 1 through 3, inclusive, of this present section in every subcontract, sub-purchase order, or sub-Agreement so that such provisions will be binding upon each subcontractor, sub-vendor, or sub-supplier; and
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this Agreement, and it may be canceled, terminated, or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

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

Exhibit B
Scope of Services and Method of Payment

COUNTY will provide preventive maintenance and planning activities in support of general public transportation services in Bel Aire, Derby, Haysville, Kechi, Maize, Mulvane, Park City, Goddard and Valley Center, Sedgwick County, Kansas, under federal guidelines.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant in FY2014 is \$120,000.00. The total allocation for the program support and preventive maintenance functions for COUNTY's transportation system for FY2014 is **\$150,000**; the federal portion is **\$120,000** and COUNTY's portion is **\$30,000** for the required 20% local match. As the designated recipient of federal funds, WICHITA will disperse the available federal funds that are appropriately matched under the terms of the grant.

COUNTY will submit an invoice for payment no later than 30 days after the end of each quarter. WICHITA will reimburse COUNTY for the invoiced amount no later than 30 days after the invoice is received. A line item list of expenses must be attached to the invoice for WICHITA to examine and determine if all expenses are FTA eligible. Any ineligible costs will be rejected by WICHITA and COUNTY must submit a revised invoice.

Exhibit C
Fiscal Year 2014 Certifications and Assurances for FTA Assistance Programs

The 2014 Certifications and Assurances will be on file for review at Wichita Transit, 777 E. Waterman as of January 1, 2014.

**Exhibit D
FTA 2014 Master Agreement**

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient
Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008,
or other Federal laws that FTA administers.**

**FTA MA(20)
October 1, 2013**

<http://www.fta.dot.gov/documents/20-Master.pdf>

Exhibit E
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

I certify, by agreement of this contract, that neither _____,
(name of supplier, independent contractor, or offering party)

nor any of its principals or subcontractors with a price equaling or exceeding \$25,000 to be awarded, that are a part of this offer is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or activities under Executive Order 12549 (Debarment and Suspension), and neither _____, nor any of its principals or
(name of supplier, independent contractor, or offering party)

subcontractors, is listed on the General Services Administration's list of Parties Excluded from Federal Programs (available through the Internet at (<http://epls.arnet.gov/servlet/EPLSSearchMain/1>) and on the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://exclusions.oig.hhs.gov/search.html>), and neither _____, nor any of its principals or subcontractors has, within a
(name of supplier, independent contractor, or offering party)

three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses; and have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the party is unable to certify to any of the statements in this certification, such party shall attach an explanation to this offer.

Where a party fails to submit and complete this certification, such party's offer shall be determined to be an incomplete submission.

Business/Supplier/Independent Contractor/Individual

Name: _____
Federal Tax ID No.: _____
DUNS No.: _____
Address: _____

By (individual or authorized representative)

Name (signed): _____
Name (printed): _____
Title: _____
Date: _____

TRANSIT SERVICE AGREEMENT
(Oaklawn Improvement District)

THIS AGREEMENT, made and entered into on the _____ day of _____, 2014, by and between the City of Wichita, Kansas, hereafter referred to as "City," and Sedgwick County, Kansas, hereafter referred to as "County."

WITNESSETH:

WHEREAS, County desires to provide public transportation to a certain unincorporated area of Sedgwick County located within and around the general vicinity of the Oaklawn Improvement District; and

WHEREAS, City operates Wichita Transit, which provides public transportation throughout the City of Wichita; and

WHEREAS, County desires to contract with City to provide public transportation through Wichita Transit to said unincorporated area of Sedgwick County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

1. City, through Wichita Transit, agrees to provide public transportation to the unincorporated area of Sedgwick County located within and around the general vicinity of the Oaklawn Improvement District through the extension of a bus route to said area by way of Wichita Transit's regular route service. In addition, City will provide paratransit van services to meet Americans With Disabilities Act (ADA) guidelines.

2. Route service will operate Monday through Saturday and will run a minimum of twenty-eight (28) one-way trips per week day and a minimum of twenty-four (24) one-way trips per Saturday. Paratransit services will operate Monday through Saturday and will be provided under present program guidelines. Trip totals are subject to change as demand and/or revenues require, with proper coordination between City and County.

3. County agrees to pay the City's actual costs to operate said services to the Oaklawn Improvement District, which, for 2014, is estimated to cost \$37,302. Please see Attachment 1 for cost information. City's costs for this service will not exceed this amount without County approval. After incurring actual costs up to this estimated level, City shall not be obligated to provide additional service absent County's agreement to pay all additional costs.

4. City agrees to bill County on a quarterly basis and provide, at the same time, an operating report on the Oaklawn service, which will include ridership trips, and other pertinent information.

5. City shall have sole discretion as to the time, means, and methods of providing bus service on the Oaklawn service, and the only obligation of County pertaining thereto and the only liability assumed by County hereunder is to pay the costs required in paragraph 3 above.

6. Either party may terminate this Agreement upon sixty (60) days' advance written notice to the other party. Such notice may be hand-delivered or sent via first-class mail. Notice must be given by City to the County Clerk, Sedgwick County Counselor's Office, Director of Sedgwick County Department on Aging and the Sedgwick County Purchasing Director. Notice must be given by the County to the City Clerk, City of Wichita Department of Law, and the General Manager of Wichita Transit.

7. The term of this Agreement shall be for the period commencing January 1, 2014, and ending on December 31, 2014, with an option to renew the Agreement under the same terms and conditions for two (2) successive one (1)-year terms by mutual written agreement of the parties.

8. This Agreement is not intended to and, in fact, does not create a partnership or joint venture relationship between the parties hereto. City shall be an independent contractor to County for purposes of this Agreement.

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

10. This Agreement constitutes the complete agreement between the parties hereto. No amendment, waiver, or modification of this agreement shall be effective unless reduced to writing and signed by the parties hereto.

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

SEDGWICK COUNTY, KANSAS

**CITY OF WICHITA, KANSAS
By order of the City Council**

William P. Buchanan, Manager

Carl Brewer, Mayor

Approved as to form

Attest:

Justin M. Waggoner
Assistant Sedgwick County Counselor

Karen Sublett, City clerk

Approved as to form:

Gary E. Rebenstorf
Director of Law and City Attorney

ATTACHMENT 1

| 2014 | | | |
|--|--------------|-----------------------|-------------------------|
| January 1 thru December 31 | | | |
| COSTS | | | |
| FIXED-ROUTE SERVICE | | | |
| Operating | Days | Hours Per Day | Total Hours |
| Weekdays | 251 | 3.6 | 907.8 |
| Saturdays | 52 | 3.1 | 160.3 |
| Total Hours: | | | 1068.1 |
| Local Cost per Hour: | | | \$ 43.42 |
| Local Cost per Year: | | | \$ 46,382.37 |
| PARATRANSIT SERVICE | | | |
| | No. of Trips | Ave. Hours on Board | Total Paratransit Hours |
| | 377 | 0.364666667 | 137.5 |
| Local Cost per Hour: | | | \$ 43.42 |
| Local Cost per Year: | | | \$ 5,969.96 |
| REVENUES | | | |
| Operating | Days | Daily Passenger Trips | Total Passenger Trips |
| Fixed-Route Weekdays | 303 | 49 | 14,764 |
| Trips per Year: | | | 14,764 |
| Revenue per Trip: | | | \$ 0.93 |
| Total Revenue: | | | \$ 13,730.52 |
| Paratransit | Days | Revenue per Ride | Yearly Trips |
| | 303 | \$ 3.50 | 377 |
| Total Paratransit Revenue: | | | \$ 1,319.50 |
| Total Due: | | | \$ 37,302.31 |
| Payment for year 2014 as indicated in contract: | | | \$ 37,302.00 |
| Quarterly Reimbursement due Wichita Transit: | | | \$ 9,325.50 |

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: Unsafe Structures (Districts II, IV, V and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to board-up and secure private property that is in violation of housing and/or building code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the board-up abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on April 18, 2014. The property owners have 30 days from the date of the statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for one year and placed on the 2014 tax roll.

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

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List – Special Assessments and Ordinance

| <u>Tax Key #</u> | <u>PIN #</u> | <u>Location</u> | | <u>Amount</u> | <u>District #</u> |
|------------------|--------------|-----------------------------|--------------------|---------------|-------------------|
| D 33463 | 234895 | 11006 W Taylor Cir | emergency board-up | \$202.62 | V |
| C 10499000C | 155382 | 602 N Oliver Ave | emergency board-up | \$96.84 | I |
| C 36086 | 180992 | 7002 E Zimmerly St | emergency board-up | \$75.00 | II |
| A 03798 | 103307 | 821 N Litchfield Ave | emergency board-up | \$75.88 | VI |
| D 050700001 | 205084 | 2510 W 3 rd St N | emergency board-up | \$75.22 | VI |
| D 08836 | 209835 | 434 S Illinois Ave | emergency board-up | \$358.30 | IV |
| D 06852 | 207731 | 505 S All Hallows Ave | emergency board-up | \$75.44 | IV |

____ Published in the Wichita Eagle on April 18th, 2014

ORDINANCE NO. 49-680

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING EMERGENCY BOARD-UP**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

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

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

| Legal of Parcel in Benefit District | Assessment |
|--|-------------------|
| LOTS 17-19 LITCHFIELD AVE. RIVERSIDE ADD. | 75.88 |
| LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD. | 96.84 |
| LOT 25 BLOCK 1 EASTLINK VILLAGE ADD. | 75.00 |
| E 50 FT S1/2 LOT 42 & E 50 FT LOTS 44-46-48-50 BLOCK 15 J O DAVIDSON'S 2ND. ADD. | 75.22 |
| LOTS 1-3-5-7 BLOCK 4 DUGAN'S ADD. | 75.44 |
| LOTS 26-28-30 BLOCK 6 QUINCY ADD. | 358.30 |
| LOT 18 BLOCK 1 WESTLINK SEVENTEEN ADD. | 202.62 |

| | |
|--|--|
| | |
|--|--|

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2014** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **15th day of April, 2014**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Lot Clean Up (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work, and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot clean-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

Recommendation/Action: It is recommended that the City Council approve the proposed assessment and place the ordinance on first reading.

Attachments: Property List for Special Assessments and ordinance.

| Geo Code # | PIN # | Address / Location | Amount | District # |
|-------------------|--------------|-----------------------------------|---------------|-------------------|
| C 05210 | 141497 | 129 S Estelle Ave | \$1,205.00 | 1 |
| C 08303 | 152933 | 1134 S Hydraulic Ave | \$887.82 | 1 |
| C 20617 | 166205 | 2230 N Piatt Ave | \$792.38 | 1 |
| C 42729 | 188976 | 2645 S White Cliff St | \$556.40 | 2 |
| A 090500001 | 109981 | 1507 W Montana St | \$563.00 | 6 |
| D 352890001 | 236861 | 6721 W O'neil Dr | \$555.80 | 5 |
| D 21901 | 222875 | 6715 W Maple St | \$554.60 | 4 |
| C 23797 | 169342 | 1231 N Harding Ave | \$985.60 | 1 |
| D 04883 | 204739 | 1907 S Hiram Ave | \$1,000.83 | 4 |
| A 03118 | 102635 | 2506 N Waco Ave | \$796.85 | 6 |
| B 11946-0001 | 132271 | 3939 S Hydraulic Ave | \$1,059.88 | 3 |
| B 03556 | 122417 | Vacant Lot South Of 1305 N Wabash | \$761.24 | 1 |

Published in the Wichita Eagle on April 18th, 2014

ORDINANCE NO. 49-681

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District **Assessment**

| | |
|--|---------|
| LOTS 639-641 & S1/2 LOT 643 JEWETT NOW WACO ROSENTHAL'S SUB | 796.85 |
| E 25 FT LOT 4 AND W 25 FT LOT 5 BLOCK 4 RIVERSIDE RANCH ADDITION | 563.00 |
| LOTS 45-47 WABASH AVE. BURLEIGH'S 3RD. ADD. | 761.24 |
| N 98 FT LOT 10 MILL'S ADD. | 1059.88 |
| LOTS 17-19 PECKHAM & LILLY'S SUB. | 1205.00 |
| LOTS 18-20 & 1/2 VAC ALLEY ADJ HYDRAULIC AVE D B MEYER ADD | 887.82 |
| LOT 19 BLOCK 6 WILBER'S ADD. | 792.38 |
| LOT 1 BLOCK 2 GLENAIRE ADD. | 985.60 |

| | |
|---|---------|
| LOT 7 BLOCK 6 OAK KNOLL 2ND. ADD. | 556.40 |
| LOTS 7-9 BLOCK 13 WHITLOCK'S REPLAT | 1000.83 |
| LOT 3 BLOCK C WESTERLEA VILLAGE ADD. | 554.60 |
| PT LOTS 28 & 29 BEG NE COR LOT 28 W7.86 FT S 120 FT E 37.32 FT ALG S LI LOTS 28 & 29 N 78.73 FT W .50 FTN 13.76 FT E .50 FT N 27.51 FT TO N LI LOT 29 W 29.83 FT TO BEG BLOCK C WILLO-ESQUE 4TH. ADD. | 555.80 |

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

ADOPTED, at Wichita, Kansas, this **15th day of April, 2014.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: Buffalo Park Land and Water Conservation Fund (LWCF) Grant Application.
(District V)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Authorize the Land and Water Conservation Fund (LWCF) grant application.

Background: The Kansas Department of Wildlife, Parks and Tourism (KDWP) is accepting applications for Federal grants from the Land and Water Conservation Fund until April 30, 2014. The program provides a 50% reimbursement to selected outdoor recreation projects that are sponsored by political subdivisions and other appropriate public agencies. Since 1965, Kansas has received over \$50 million and funded approximately 650 LWCF projects in nearly every county. Qualifying projects include development and/or acquisition of outdoor facilities for the purpose of public recreation.

Design is currently underway of enhancements at Buffalo Park, near Central and Maize Road. Proposed improvements include an interactive water feature, restroom, parking and walkways. Portions of the Buffalo Park project would be eligible for possible LWCF grant funding.

Analysis: A grant of \$250,000 for the proposed interactive water feature at Buffalo Park would offset project costs and augment budgeted construction funds.

Financial Considerations: A 50% match (\$250,000) would be required from the City if the LWCF application is approved. The 2011-2020 Capital Improvement Plan (CIP) includes funding of \$500,000 in 2012 and \$500,000 in 2013 for Buffalo Park Improvements, which will be requested to be initiated when design and bid documents are finalized this summer. The funding source is General Obligation Bonds.

Legal Considerations: The Law Department has reviewed the grant application as to form.

Recommendations/Actions: It is recommended that the City Council authorize staff to submit the LWCF grant application and authorize the necessary signatures.

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: 2014 Funding Contributions for the Cheney Lake Watershed Water Quality Project (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the memorandum of understanding and working agreement, including funding contributions.

Background: Cheney Lake Reservoir provides 60% to 70% of the City's water supply. The reservoir has two significant pollution problems: sedimentation, which displaces stored water and reduces the life of the reservoir, and phosphates from runoff, which contributes to algae and increases taste and odor problems. In 1993, the City Council approved the concept of the City sharing the cost to protect and preserve the reservoir through the implementation of best management practices (BMP). Since 1995, the City has provided financial support to the Cheney Lake Watershed Water Quality Project for expenses and services related to the implementation of BMPs that benefit the reservoir. The City also supports educational outreach efforts and administrative support for approved programs related to the implementation of BMPs.

The original memorandum of understanding (MOU) between the City and Cheney Lake Watershed, Inc. was approved in 1995 and subsequently updated through supplemental agreements. Working agreements were updated annually to accompany the MOU. In fall 2012, the original MOU and all related supplemental agreements were updated and combined, with the final version being approved by the City Council on February 26, 2013. On that date, the City Council also approved a working agreement outlining the supported activities, funding amounts, and responsibilities of each party for the period of January 1, 2013, through December 31, 2013.

Analysis: The MOU and related working agreement have been updated for 2014. The proposed documents establish the basis for reimbursement by the City and outline the supported activities and responsibilities of each party. Staff recommends the City continue to support the Cheney Lake Watershed Water Quality Project by contributing to this joint effort.

The BMPs supported by the project benefit the Cheney Lake Reservoir by reducing sedimentation and slowing the intake of phosphates from runoff. The BMPs related to sedimentation reduction were identified as part of a study completed in 2011 by a Kansas State University Agronomist. The study found that a 40% reduction in sedimentation loading could extend the life of the reservoir by 200 years and identified potential practices and adoption rates that would produce incremental reductions. The study suggested that cumulative incremental reductions totaling 58,972 cubic yards per year would result in the 40% reduction goal if maintained over a 20-year period. This incremental reduction through implementation of BMPs plan was reviewed by the City and the United States Environmental Protection Agency, and approved by the Kansas Department of Health & Environment in 2011.

The alternative method of sediment reduction is dredging operations. The Kansas Water Office estimates dredging costs to be \$8 per cubic yard. The cost to dredge the equivalent amount of sediment reduction achieved through the BMP plan is estimated at nearly \$9,500,000, or just under \$500,000 annually. Some of the BMPs aimed at slowing the intake of phosphates through runoff include alternative watering systems, filterstrips for small livestock feeding operations, fencing, the enhancement or creation of wetlands, and upgraded wastewater treatment systems in small communities connected to the reservoir. The City spends an estimated average of \$1,000,000 annually to chemically treat the water supply for taste and odor problems caused by the intake of phosphates.

Financial Considerations: The cost of the proactive BMP plan is significantly less than the cost of reactionary treatments. From 1995 to 2012, the City allocated an average of \$227,209 annually for the BMPs. That allocation was reduced in 2013 to \$185,000. The City's actual annual contributions have been significantly less than the allocated amount, ranging from \$44,761 to \$134,368. The average actual annual contribution is \$82,114. The variation in actual contributions is due to participation in the program, changes in cost sharing, and the availability of grants and other funding sources.

Staff proposes the City's total 2014 funding contributions be limited to \$183,200, with \$65,700 for education and administration, and \$117,500 for BMP implementation. Funding of \$185,000 is allocated for the City's portion in the Wichita Public Works & Utilities 2014 Adopted Operations Budget. Allocated funds may not be fully utilized within the fiscal year.

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

Recommendation/Action: It is recommended that the City Council approve the MOU and working agreement, including funding contributions, and authorize the necessary signatures.

Attachments: MOU and working agreement.

MEMORANDUM OF UNDERSTANDING
between the
CHENEY LAKE WATERSHED, INC.
and the
CITY OF WICHITA

- I. **Purpose:** It is the intent of this agreement to provide funding from the City of Wichita to Cheney Lake Watershed, Inc. for contractual expenses needed to maintain and improve watershed management.
- II. **Background:** The implementation of certain practices in the watershed above Cheney Reservoir has positive impacts on the quality of the water in the North Fork of the Ninnescah River which enters Cheney Reservoir. Cheney Lake Watershed, Inc., is responsible for implementing the Watershed Management Plan accepted by the City of Wichita and the Kansas Department of Health and Environment.
- III. **Contractual Expenses:** The City of Wichita agrees to provide funds, not to exceed \$65,700, in the year 2014 for contractual expenses of Cheney Lake Watershed, Inc. Contractual expenses will include professional services. Services rendered may include, but are not limited to:
- Coordinate Public Education and Outreach within the Cheney Lake Watershed
 - Make one-on-one contacts with the landowners or producers to recruit and facilitate the implementation of Best Management Practices.
 - Coordinate with local news media, issue news releases and/or feature articles that highlight watershed projects, especially those that help accomplish watershed goals.
 - Prepare grant requests necessary to assist in funding of projects associated with the watershed improvement management plan.
 - General office management to support activities listed above.

Cheney Lake Watershed, Inc., will invoice the City of Wichita for contractual expenses incurred in 2014 on a regular basis and the City of Wichita will reimburse Cheney Lake Watershed, Inc. for those expenses. The Cheney Lake Watershed, Inc. will be responsible for supervisory control of the professional services.

This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. It is agreed by both parties that this agreement can be modified with the written consent of each party and this agreement can be terminated with 60 days written notice of either party.

Cheney Lake Watershed, Inc.

City of Wichita

Date

Date

ATTEST: _____

Approved this 20th day of March, 2014

Gary E. Rebenstorf, City Attorney

WORKING AGREEMENT FOR WATER QUALITY PROJECTS

Between
RENO COUNTY CONSERVATION DISTRICT
and the
CHENEY LAKE WATERSHED, INC.
and the
CITY OF WICHITA

- I. Purpose:** It is the intent of this agreement to provide cost share reimbursement and incentive payments to producers and communities within the Cheney Lake Watershed who install practices that benefit the water quality of Cheney Lake Reservoir. This agreement shall define the procedure by which payments to those producers will be processed.
- II. Background:** The implementation of certain practices in the watershed above Cheney Reservoir has positive impacts on the quality of the water in the North Fork of the Nennescah River that enters Cheney Reservoir. The Cheney Lake Watershed is governed by a board, the Citizen's Management Committee, hereafter referred to as CMC. The Citizens Management Committee serves as an advisory board to the Reno County Conservation District. They Cheney Lake Watershed, Inc. provides education and recruits producers and landowners in the watershed to implement management practices that benefit Cheney Lake Reservoir.
- III. Cost Share:** This working agreement shall cover year 2014, January 1, 2014 through December 31, 2014. The CMC and the Reno County Conservation District will review applications for cost share assistance and make decisions for approval based on available funds and the impact of implementing specific practices. Total amount of cost share payment for FY 2014 shall not exceed budgeted by the City of Wichita Public Works Department.

Watershed Restoration and Protection Strategy (WRAPS) Implementation Projects: In order to establish desirable practices that protect water quality, the Reno County Conservation District will provide up to 15% of the county average cost or 15% of the actual cost of installing the project, whichever is less, using WRAPS funding from KDHE. Wichita funds will provide 85% matching cost share.

Implementation projects may include but will not be limited to the following practices: range and pasture seeding, alternative livestock watering systems, terraces and waterways, no-till farming implementation, nutrient management, the relocation of livestock feeding areas, the relocation of seasonal feeding areas, and the enhancement or creation of wetlands.

Perimeter Fencing: The conversion of cropland to pasture has positive water quality benefits if perennial grasses are established, maintained, and properly grazed. The expense of building perimeter fence is a major deterrent to conversion of cropland to permanent native grass. Conversion of cropland to grass includes land that has been established in native grass for enrollment in the Conservation Reserve Program (CRP). Upon expiration of a CRP contract, assistance with the installation of perimeter fence is an incentive to the landowner to develop a grazing system rather than returning the land to crop production. The CMC has established priority areas within the watershed for the use of cost share for perimeter fence.

A maximum of two (2) miles of fence is eligible for cost share. The cost share rate for Wichita funds will be 50% of county average cost or 50% of the actual cost, whichever is less. The county average cost for the Water Resources Cost Share (WRCS) program in the county where the practice is installed will be the basis for determining the funding level.

Producers must agree to maintain the fence and to abide by a grazing management plan developed with the NRCS Field Office for a 10 year period following the installation of the fence. Applications will be taken at Cheney Lake Watershed office. Payment process will be handled by Cheney Lake

Watershed with CMC/Reno County Conservation District approval of all payment applications before sending to Wichita.

Water Resources Cost Share (WRCS) and Non-Point Source (NPS) Pollution Control Fund Projects: WRCS and NPS are state cost share programs which are administered by each county Conservation District. Under these programs, the producer applies for cost share assistance for eligible improvements through the county Conservation District; projects are awarded cost share assistance through a ranking process. The producer is eligible to receive state reimbursement of 50 to 70% of county average cost. The City of Wichita will provide matching cost share payments for eligible practices not to exceed 100% of the actual or estimated cost, whichever is less.

Project Implementation Using Other Funding Sources: In order to implement a broad spectrum of desirable practices that protect water quality, the Cheney Lake Watershed and the Reno County Conservation District will seek additional cost share funds from all available sources. These sources may include the Kansas Alliance for Westlands and Streams, the Kansas Water Office, the Kansas Rural Center, USDA, the US EPA and other entities. When these sources provide 60 to 90% of the county average cost or 60-90% of the actual cost of the project, the City of Wichita will provide up to 40% of the cost, not to exceed a total of 100% of the actual cost. In cases where there is not established county average cost, payment will be based upon reasonable costs as determined by the CMC. These special projects may include, but will not be limited to, the following practices: range and pasture seeding, riparian filterstrips, in-field filters, crop rotations/legumes, cross fencing of pastures, alternative watering systems, filterstrips for small livestock feeding operations, stream crossings for livestock, fencing of riparian areas, and the enhancement or creation of wetlands for water quality protection.

IV. **Incentive Payments:** This working agreement shall cover year 2014, January 1, 2014 through December 31, 2014. The Citizen's Management Committee and the Reno County Conservation District will review applications for incentive payments and make decisions for approval based on available funds and the impact of implementing specific practices. Total amount of incentive payments for FY 2014 shall not exceed funds budgeted by the City of Wichita Public Works Department.

Small Community Wastewater Treatment Systems: There are at least 13 small communities within the Cheney Watershed. Eight of these communities have some type of existing community wastewater treatment system. Many of the community wastewater treatment systems operate near intermittent or perennial streams. In an effort to protect surface water within the watershed, the Cheney Lake Watershed, Inc. will provide incentive payments to small communities that are upgrading a wastewater treatment system. The proposed treatment system must meet all current requirements of the Kansas Department of Health and Environment and must also be located within contributing portions of the watershed. Each eligible community may apply for a one-time payment of \$2,500 to match state or federal funds awarded to upgrade the treatment system. Individual communities may make application for assistance through the Cheney Lake Watershed office. Cheney Lake Watershed, Inc. will make direct payments to participating communities upon completion of the upgrades. A maximum of two applications per year may be approved and funded.

Cheney Lake Watershed, Inc. will invoice the City of Wichita for the amount paid to participating communities and the City will reimburse CLW, Inc. in an amount not to exceed \$5,000 for FY2014.

Continuous Sign-up Conservation Reserve Program (CRP): The conversion of small, strategic parcels of cropland to native grasses has positive water quality benefits. Perennial grasses act to slow and filter any water flowing over the area. As water is slowed, the infiltration rate into the soil is increased. By locating these small parcels of perennial grasses adjacent to perennial or intermittent streams, nearly the same benefits may be achieved regarding water quality as converting an entire field to grass.

An incentive payment of \$200 per acre will be paid to the landowner or farm operator upon approval of the contract with FSA. Incentive payments will be paid to the owner or operator or split between them in the same manner that the Continuous CRP payments are to be paid. Incentive payments will be paid to the owner and/or operator based upon the shares indicated in the CCRP contract for annual payments from USDA. Participants must provide a copy of their CCRP contract to the Cheney Lake Watershed office to receive sign-up incentive payments.

Conversion of Cropland to Perennial Grass: The conversion of cropland to native grasses has positive water quality benefits. Perennial grasses act to slow and filter any water flowing over the grassed area. As water is slowed, the infiltration rate into the soil is increased.

In order to encourage the conversion of cropland to perennial grass in key areas of the watershed, producers may be eligible to receive incentive payments through the Cheney Lake Watershed. The Citizen's Management Committee will establish priority areas that will be eligible for incentive payments.

An incentive payment of \$100 per acre will be paid to the landowner upon completion of the seeding and the development of a management plan. Landowners must agree to maintain the grass for ten years from the date of seeding including reseeded at their cost if the initial seeding is not successful. Landowners will make application for the incentive at the Cheney Lake Watershed office prior to implementation.

Reno County Conservation District Responsibilities

The RCCD will:

1. Maintain official records relative to farms and other official records.
2. Establish the sign-up period for Water Resources Cost Share (WRCS) and Non-Point Source Pollution Control Fund (NPS) cost share program.
3. Determine producer's eligibility to participate in WRCS and NPS.
4. Maintain County Average Costs.
5. Administer the state's cost share amount to the producer for WRCS and NPS funds.

Cheney Lake Watershed, Inc. Responsibilities

CLW Inc. will:

1. Review, prioritize and approve/disapprove applications for cost share and incentive payments. Notify producers or communities of approval status.
2. Will provide an accounting of the practice to the City of Wichita.
4. Prepare payment applications and review with RCCD before forwarding to the City of Wichita for payment
5. Provide the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and legal description of the practice or demonstration site.
6. Provide a yearly accounting of the program to the City of Wichita

Agenda Item No. II-11

**City of Wichita
City Council Meeting
April 8, 2014**

TO: Mayor and City Council

SUBJECT: Historic Preservation Fund Grant Applications for Two Historic Preservation Projects in Wichita. (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve submission of the grant applications and authorize the City Manager to sign the applications.

Background: The grant applications allow the City to be considered for grants to 1) fund a week long window repair workshop to be held at the City-owned Linwood Greenhouse (\$27,306 requested); and 2) hire a preservation forensic investigator to write a building condition report and develop a maintenance plan for the Wichita-Sedgwick County Historical Museum (Old City Hall (\$18,900). Both properties are listed in the National Register of Historic Places and the Register of Historic Kansas Places.

Analysis: Each year the Kansas State Historic Preservation Office (SHPO) offers a competitive application process for Historic Preservation Fund (HPF) matching grants. Certified Local Government (CLG) communities are eligible to submit applications for FY 2014. Wichita has been a CLG since 1979. If approved, the projects would be completed by June 30, 2015.

Financial Consideration: The match for the window repair boot camp will be the staff time of the Senior Historic Preservation Planner. As per the grant application instructions, paid staff time is documented as “cash” match rather than “in-kind” match. Wichita-Sedgwick County Historical Museum will provide a cash match of \$12,600 for the building condition report and maintenance plan. The Senior Historic Preservation Planner will manage the grant. These grant proposals are consistent with the operating and capital budgets, and the local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Legal Consideration: The Law Department has reviewed and approved the grant proposals as to form. Federal and State assurances have been provided. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements.

Recommendation/Actions: It is recommended that the City Council approve submission of the grant proposals and authorize the City Manager to sign the applications.

Attachment:
FY2014 Historic Preservation Fund Grant Application for South Linwood Greenhouse Window Boot Camp;
FY2014 Historic Preservation Fund Grant Application for the Old City Hall Building Report – Evaluation and Maintenance Plan.



FY2014 Historic Preservation Fund Grant Application

Use this form as your application cover sheet.

1. Applicant (Subgrantee): City of Wichita

Authorized Signatory (type or print): Robert Layton, City Manager

Authorized Signatory (signature): _____

Mailing Address: 455 N Main, City Hall, 13th Floor

Wichita, KS 67202

2. Contact Person: Kathy L. Morgan, Senior Planner

3. Mailing Address: 455 N Main, City Hall, 10th Floor

Wichita, KS 67202

Telephone Number: 316-268-4392

E-mail: kmorgan@wichita.gov

4. U.S. Congressional District Number: 4

5. Is this application being submitted by a Certified Local Government (CLG) ? Yes X No _____

6. Project Title: South Linwood Greenhouse Window Boot Camp

7. Project Beginning Date: July 1, 2014 Project Ending Date: June 30, 2015

8. Project Type:

| | | | |
|--|--------------------------------|---|------------------------|
| | Survey and Inventory | | Preservation Assistant |
| | National Register nomination | X | Educational Activity |
| | Preservation Plan or Ordinance | | Other |
| | Design Review Guidelines | | |

9. Estimated Project Costs:

| | |
|---------------------|-----------------|
| Total Project Cost | <u>\$45,510</u> |
| Federal Share (60%) | <u>\$27,306</u> |
| Total Match (40%) | <u>\$18,204</u> |
| | |

FY 2014 HISTORIC PRESERVATION FUND GRANT APPLICATION

City of Wichita, Kansas
Historic Preservation Office
MAPD, 10th Floor
455 N. Main
Wichita, KS 67202
(316) 268-4392

PROJECT DESCRIPTION AND RATIONALE

1(a). The City of Wichita Historic Preservation Office proposes to contract with Robert Yapp, Preservation Resources, Inc. to conduct a five-day window boot camp using the state and national register listed Lord and Burnham designed South Linwood Park Greenhouse WPA structure as the boot camp location. The greenhouse structure is a combination of brick, steel and wood construction. The City used the greenhouse to propagate trees and bedding plants for the parks and city rights-of-way. The fulltime operation of the greenhouse has been abandoned and over the past 10 years the greenhouse is only used a couple of months out of the year.

The repair of the awning sash windows will allow continual use of the space and provide opportunity to use the structure for Spring, Summer, Fall and Winter Park and Recreation classes offered to the public.

1(b). Products

The products derived from the grant request will be:

- 1) Complete restoration of 24 – four light original awning sashes;
- 2) Video and photo documentation of process through the entire project;
- 3) An article for publication in Preservation Kansas quarterly magazine; and
- 4) Monthly reports documenting the activity of the project progress filed with SHPO Grants Manager by the 10th of each month submitted by the historic preservation office staff.

1(c). Implementation

| | |
|------------------|--|
| July 1, 2014 | Approval of consultant selection and contract |
| August 15, 2014 | Begin promoting registration for the workshop |
| October 20 - 24, | Five day window workshop |
| February 6, 2015 | Submit draft article for publication in Preservation Kansas quarterly magazine |

June 30, 2015 Submission of completion report with accompanying final products and billing request.

2. The subject property is located at 1700 S. Hydraulic in the South Linwood Park.
3. The project area is located two blocks south of East Harry Street on the east side of Hydraulic on 6.73 acres of land.
4. Aerial map and five color images included with application.

APPLICANT ORGANIZATION AND PERSONNEL

1. The Wichita-Sedgwick County Metropolitan Area Planning Department (MAPD) Historic Preservation Office is located in the Wichita City Hall, and exists under the aegis of the MAPD, Current Plans Division. The Wichita Historic Preservation Office has been housed in the Current Plans Division of the MAPD since 1979. Staff associated with the proposed project will include the: Kathy Morgan, Historic Preservation Senior Planner. Kathy Morgan will be responsible for the project on a daily basis submitting monthly progress reports, completion reports and billing requests.
2. A resume for Kathy Morgan is on file with the Kansas State Historic Preservation Office. The personnel involved with the project meet the requirements of the Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, preservation economics, architectural history, history, anthropology, and humanities, which require a minimum of two (2) years of demonstrable experience in applying the theories, methods, and practices of historic preservation that enables in the identification, evaluation, or treatment of historic or archaeological resources.
3. N/A
4. Since 1999, the Wichita Historic Preservation Office has received grants from the Kansas State Historical Society funding 26 projects and currently has three active grants. The grants have been used for staffing design review assistant position, national register nominations, surveys, publications, planning documents and conferences. These grants have been administered according to reporting requirements and have been completed within the required time frame and the specified products submitted.

PUBLIC EDUCATION AND IMPACT

Video and images will be aired on City of Wichita television station and the Wichita Historic Preservation website. The workshop will be advertised as part of the Wichita Park and Recreation Department schedule of classes which are offered quarterly.

PROJECT BUDGET

The project budget is attached.

BUDGET RATIONALE

All staff to be utilized in conducting the survey meets Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, architectural history, history, anthropology, and humanities as it pertains to their daily planning activities.

The total cash amount required for this project is \$31,500: \$30,000 for the consultant and \$1,500 for the city administrative fee. The Wichita-Sedgwick County Historical Museum is providing the 40% cash match of \$12,600. The Senior Planner is over match for the administration of the grant.

| | |
|--|--------------------|
| CITY MATCH | \$18,204.00 |
| Current Plans Division, Senior Planner (approximately 414 hours @ \$44.00/hr) | \$18,204.00 |
| FEDERAL MATCH | \$27,306.00 |
| Preservation Consultant (see attached proposal) | \$26,130.00 |
| City Administrative Fee | \$ 1,176.00 |
| TOTAL BUDGET | \$45,510.00 |

Accounting system used for tracking

City of Wichita payroll system "Cyborg" and financial tracking system "Performance"

E. Project Budget Chart

| BUDGET ITEMS | 1. RECIPIENT MATCH | | 2. INDIRECT EXPENSES | 3. FEDERAL SHARE | 4. TOTAL |
|---|--------------------|------------|----------------------------------|------------------|-----------|
| | a) CASH | b) IN-KIND | Indirect Cost Agreement Required | | |
| 1. SALARIES (list each separately) Administrator | \$ 18,204 | | | | \$ 18,204 |
| | | | | | |
| | | | | | |
| 2. Mileage | | | | | |
| 3. Expendable Supplies | | | | | |
| 4. Communication | | | | | |
| 5. Office Rent | | | | | |
| 6. Printing and Advertising | | | | | |
| 7. Utilities | | | | | |
| 8. Equipment Rent | | | | | |
| 9. Equipment Maintenance | | | | | |
| 10. Insurance and Bonding | | | | | |
| 11. Other City Administrative Fee | | | | \$1,176 | \$1,176 |
| | | | | | |
| TOTAL | \$18,204 | | | \$27,306 | \$27,306 |

*Totals on this page should match totals on cover sheet of application.

1a+1b+2=40% 3=60% 4=100%

Proposal
Window Restoration & Weatherization Boot Camp
Green House in Wichita, Kansas

Kathy Morgan
City of Wichita, Kansas

Preservation Resources, Inc, proposes to conduct a Five Day, Window Restoration & Weatherization Boot Camp in Wichita, Kansas, tentatively scheduled for October 13, 14, 15, 16 & 17, 2014.

The property is owned by the Wichita Parks Department and is a historic greenhouse. The greenhouse has 24, four light (four panes of glass) awning style, wooden sashes in need of repair restoration & weatherization.

We propose a workshop with 48 students. This would constitute 24 teams of two people. Each team of two people would be coached by Bob Yapp and his team of six assistants to completely restore & weather strip one sash over the five days. This work includes the following:

- Remove the sashes, hinges and hardware.
- Remove all original glass for re-installation.
- Remove all the paint from the sashes and the jamb the sashes nest into.
- Clean all the original hinges & hardware for re-installation.
- All wood sashes and jambs to be repaired.
- Oil Prime all sashes and jambs.
- Install all saved old glass and new glass, as needed, with new glazing putty.
- Apply two top coats of acrylic latex semi-gloss paint.
- Re-install all sashes
- Weather strip all sashes
- Thoroughly clean the site on the last day.

Preservation Resources, Inc. will provide all the tools, equipment and materials except the following:

24 sheets of 4' x 8' x 3/4" plywood for field benches.

Lunch on site for all participants, assistants and primary instructor, Bob Yapp

The fee for this event is turnkey. This means, other than the plywood and lunches stated above, Preservation Resources, Inc. will provide all the tools, equipment and materials as well as all expenses related to travel, lodging, per diems and six assistants. Each of the six assistants will be responsible for two team throughout the workshop in concert with Bob Yapp, President of Preservation Resources, Inc. and the primary instructor.

The turnkey fee is, \$26,130

Sincerely,

Bob Yapp
President
Preservation Resources, Inc
521 Bird Street, Hannibal, Missouri 63401
217-474-6052 or yapperman@msn.com

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding. Applicants hereby agree and acknowledge that:

- (1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;
- (2) all consultants and contractors hired to implement the project activities must be hired through competitive procurement procedures as outlined in the 2014 HPF Grant Guide;
- (3) they will perform no work for which reimbursement will be requested or match claimed until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin;
- (4) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society;
- (5) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration;
- (6) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid;
- (7) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project;
- (8) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable;
- (9) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of a Historic Preservation Fund grant; and
- (10) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager
Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, KS (hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date

City of Wichita, Historic Preservation Office
Applicant-Recipient

by Robert Layton, City Manager
(President, Chairman of Board, Mayor, or comparable authorized official)

455 N. Main, Wichita, KS 67202
Applicant-Recipient's Mailing Address

DI-1350

ASSURANCES - NON-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 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, DC 20503

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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 cost) 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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 19 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).
6. 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 prohibits 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. 92-255), 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 nondiscrimination 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.
7. Will comply, or has already complied, with the requirements of Titles II and III 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.
8. Will comply, as applicable, 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.

9. 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 subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) 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.
11. 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).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. 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 protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, AAudits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

| | |
|---|---|
| <p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Robert Layton</p> | <p>TITLE</p> <p>City Manager</p> |
| <p>APPLICANT ORGANIZATION</p> <p>City of Wichita, Historic Preservation Office, MAPD</p> | <p>DATE SUBMITTED</p> |

Standard Form 424B (Rev. 7-97) Back

FY2014 – Historic Preservation Fund Grant Application

South Linwood Greenhouse Window Boot Camp

Approved as to form:

Gary E. Rebenstorf, City Attorney

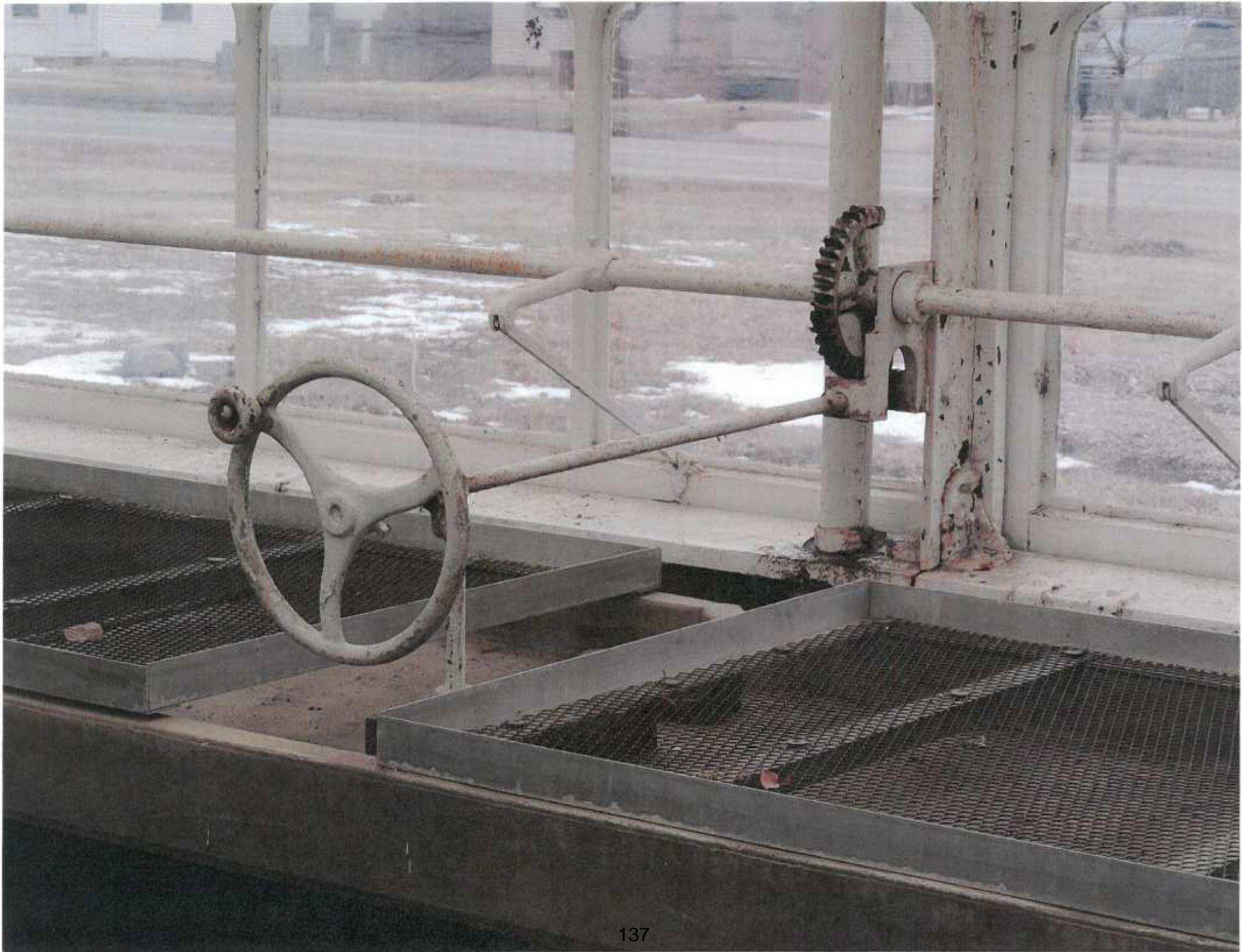


1700













FY2014 Historic Preservation Fund Grant Application

Use this form as your application cover sheet.

1. Applicant (Subgrantee): City of Wichita

Authorized Signatory (type or print): Robert Layton, City Manager

Authorized Signatory (signature): _____

Mailing Address: 455 N Main, City Hall, 13th Floor

Wichita, KS 67202

2. Contact Person: Kathy L. Morgan, Senior Planner

3. Mailing Address: 455 N Main, City Hall, 10th Floor

Wichita, KS 67202

Telephone Number: 316-268-4392

E-mail: kmorgan@wichita.gov

4. U.S. Congressional District Number: 4

5. Is this application being submitted by a Certified Local Government (CLG)? Yes X No _____

6. Project Title: Old City Hall Building Report – Evaluation and Maintenance Plan

7. Project Beginning Date: July 1, 2014 Project Ending Date: June 30, 2015

8. Project Type:

| | | |
|--------------------------------|---|--|
| Survey and Inventory | | Preservation Assistant |
| National Register nomination | | Educational Activity |
| Preservation Plan or Ordinance | X | Other Building Condition Report and Maintenance Plan |
| Design Review Guidelines | | |

9. Estimated Project Costs:

| | |
|--|-----------------|
| Total Project Cost | <u>\$35,900</u> |
| Federal Share (60%) | <u>\$18,900</u> |
| Total Match (40%) | <u>\$17,000</u> |
| Cash Match (Historical Museum cash) | <u>\$12,600</u> |
| In-Kind Match (KathyMorgan staff time) | <u>\$4,400</u> |

FY 2014 HISTORIC PRESERVATION FUND GRANT APPLICATION

City of Wichita, Kansas
Historic Preservation Office
MAPD, 10th Floor
455 N. Main
Wichita, KS 67202
(316) 268-4392

PROJECT DESCRIPTION AND RATIONALE

1(a). The City of Wichita Historic Preservation Office proposes to contract with a Forensic Investigator/Historic Preservation Consultant to evaluate the structural and material conditions of the Old City Hall Building, located at 204 S. Main Street which is listed in the Wichita Register of Historic Places, Register of Historic Kansas Places and the National Register of Historic Places. Repairs need to be made to the original windows above the fourth floor and the Silverdale limestone and mortar joints need to be evaluated to maintain the building envelope. The Historical Museum is preparing to launch a capital campaign to pay for repairs and they need a building evaluation and maintenance plan to triage the work needing to be done.

1(b). Products

The products derived from the grant request will be:

- 1) Building Condition Report and Maintenance Plan for the WRHP, RHKP and NRHP Old City Hall Building, now the Wichita-Sedgwick County Historical Museum;
- 2) An article for publication in Preservation Kansas quarterly magazine; and
- 3) Monthly reports documenting the activity of the project progress submitted by the historic preservation office staff.

1(c). Implementation

Monthly reports filed with SHPO Grants Manager by the 10th of each month.

- | | |
|------------------|--|
| July 15, 2014 | Approval of consultant selection and contract. |
| October 1, 2014 | Building investigation completed |
| February 6, 2015 | Submit draft report |
| May 31, 2015 | Submit draft article for publication in Preservation Kansas quarterly magazine |

June 30, 2015 Submission of completion report with accompanying final products and billing request.

2. The subject property is located at 204 S. Main in the Wichita's historic commercial central business district and is an iconic structure in the downtown landscape.
3. The project area is located at the southwest corner of South Main and East William within the Wichita City limit and is approximately 0.23 acre. Legal: ODD LOTS 1 TO 13 EXC BEG 87.5 FT E SW COR LOT 1 N 37.69 FT E 13.5 FT N 36 FT W 13.5 FT N 37 FT E 84.23 FT S 110.69 FT W TO BEG WILLIAM ST. GREIFFENSTEIN'S ADD.
4. Aerial map and three color images included with application.

APPLICANT ORGANIZATION AND PERSONNEL

1. The Wichita-Sedgwick County Metropolitan Area Planning Department (MAPD) Historic Preservation Office is located in the Wichita City Hall, and exists under the aegis of the MAPD, Current Plans Division. The Wichita Historic Preservation Office has been housed in the Current Plans Division of the MAPD since 1979. Staff associated with the proposed project will include the: Kathy Morgan, Historic Preservation Senior Planner. Kathy Morgan will be responsible for the project on a daily basis submitting monthly progress reports, completion reports and billing requests.
2. A resume for Kathy Morgan is on file with the Kansas State Historic Preservation Office. The personnel involved with the project meet the requirements of the Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, preservation economics, architectural history, history, anthropology, and humanities, which require a minimum of two (2) years of demonstrable experience in applying the theories, methods, and practices of historic preservation that enables in the identification, evaluation, or treatment of historic or archaeological resources.
3. N/A
4. Since 1999, the Wichita Historic Preservation Office has received grants from the Kansas State Historical Society funding 26 projects and currently has three active grants. The grants have been used for staffing design review assistant position, national register nominations, surveys, publications, planning documents and conferences. These grants have been administered according to reporting requirements and have been completed within the required time frame and the specified products submitted.
5. The Wichita-Sedgwick County Historical Museum will provide the cash match of \$12,600 to pay for the consultant costs. This plan is essential to their capital campaign to raise funds to repair the structure.

PUBLIC EDUCATION AND IMPACT

All activities of the Historic Preservation Office are conducted in a public forum once a month and the proceedings are official public record of the Historic Preservation Board.

PROJECT BUDGET

The project budget is attached.

BUDGET RATIONALE

All staff to be utilized in conducting the survey meets Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, architectural history, history, anthropology, and humanities as it pertains to their daily planning activities.

The total cash amount required for this project is \$31,500: \$30,000 for the consultant and \$1,500 for the city administrative fee. The Wichita-Sedgwick County Historical Museum is providing the 40% cash match of \$12,600. The Senior Planner is over match for the administration of the grant.

| | |
|---|--------------------|
| CITY MATCH | \$17,000.00 |
| Wichita-Sedgwick County Historical Museum (all cash) | \$12,600.00 |
| Current Plans Division, Senior Planner (100 hours @ \$44.00/hr) | \$ 4,400.00 |
| FEDERAL MATCH | \$18,900.00 |

Preservation Consultant to complete survey

TOTAL BUDGET

\$35,900.00

Accounting system used for tracking

City of Wichita payroll system "Cyborg" and financial tracking system "Performance"

Morgan, Kathy

From: Wichita-Sedgwick County Historical Museum <ecale@wichitahistory.org>
Sent: Thursday, March 13, 2014 2:46 PM
To: Morgan, Kathy
Subject: RE: Old City Hall

Dear Kathy,

Thank you for the work on this proposal. Our board will approve the Museum's Match of \$12,600 stated in the application.

Please let me know if there is anything else you need from me at this point.

Eric M. Cale
Museum Director

Wichita-Sedgwick County Historical Museum
204 S. Main
Wichita, Kansas 67202

316-265-9314

OUR VISION: To provide a world class Museum experience, advancing the understanding and exploration of the rich historical and cultural heritage of Wichita and Sedgwick County Kansas.

From: Morgan, Kathy [mailto:KMorgan@wichita.gov]
Sent: Monday, March 03, 2014 8:47 AM
To: Eric Cale (ecale@wichitahistory.org)
Subject: FW: Old City Hall

Eric, here is the information I promised. The draft proposal along with a sample of the type of work Mark's company does.

From: Mark Liebman [mailto:MLiebman@case4n6.com]
Sent: Thursday, January 16, 2014 11:30 AM
To: Morgan, Kathy
Subject: RE: Old City Hall

Hi Kathy,

Thought I'd send some scope of work and budget number ideas to help make sure we're on the same page regarding your expectations. After your comments, I can send a more formal proposal.

I would plan to be onsite with my son, Alec (he's been working with me for the past 14 years). We estimate it would take one week to do a thorough visual condition assessment of the masonry, mortar, roof, windows, and other components of the exterior of the building.

To get a good look at the walls, we would plan on using a man lift around the exterior. To look at the clock tower, we think it might be best if we plan on rappelling down the exterior. Alec is trained to use rope access and we've done

E. Project Budget Chart

| BUDGET ITEMS | 1. RECIPIENT MATCH | | 2. INDIRECT EXPENSES | 3. FEDERAL SHARE | 4. TOTAL |
|--|--------------------|------------|----------------------------------|------------------|----------|
| | a) CASH | b) IN-KIND | Indirect Cost Agreement Required | | |
| 1. SALARIES (list each separately) Administrator | \$ 4,400 | | | | \$ 4,400 |
| | | | | | \$12,600 |
| Consultant Wichita-Sedgwick County Historical Museum contribution | \$12,000 | | | \$18,000 | \$18,000 |
| 2. Mileage | | | | | |
| 3. Expendable Supplies | | | | | |
| 4. Communication | | | | | |
| 5. Office Rent | | | | | |
| 6. Printing and Advertising | | | | | |
| 7. Utilities | | | | | |
| 8. Equipment Rent | | | | | |
| 9. Equipment Maintenance | | | | | |
| 10. Insurance and Bonding | | | | | |
| 11. Other City Administrative Fee Wichita-Sedgwick County Historical Museum contribution | \$600 | | | \$900 | \$1,500 |
| | | | | | |
| TOTAL | \$17,000 | | | \$18,900 | \$35,900 |

*Totals on this page should match totals on cover sheet of application.

1a+1b+2=40% 3=60% 4=100%

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Date

Signature of Authorized Signatory

Robert Layton, City Manager
Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, KS (hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

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Date

City of Wichita, Historic Preservation Office
Applicant-Recipient

by Robert Layton, City Manager
(President, Chairman of Board, Mayor, or comparable authorized official)

455 N. Main, Wichita, KS 67202
Applicant-Recipient's Mailing Address

DI-1350

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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 cost) 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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 19 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).
6. 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 prohibits 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. 92-255), 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 nondiscrimination 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.
7. Will comply, or has already complied, with the requirements of Titles II and III 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.
8. Will comply, as applicable, 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.

9. 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 subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) 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.
11. 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).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. 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 protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, AAudits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

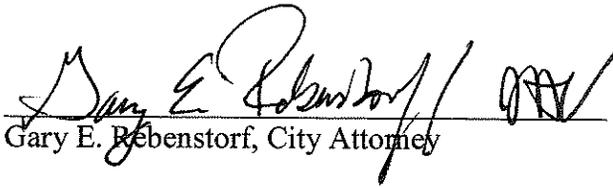
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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE City Manager, City of Wichita |
| APPLICANT ORGANIZATION City of Wichita, Historic Preservation Office, MAPD | DATE SUBMITTED |

Standard Form 424B (Rev. 7-97) Back

FY2014 – Historic Preservation Fund Grant Application

Old City Hall Building Report – Evaluation and Maintenance Plan

Approved as to form:


Gary E. Rebenstorf, City Attorney

CITY OF WICHITA
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: Granting of Easements at 10651 West Maple (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the easements.

Background: The City owns 2.08 acres at 10651 West Maple. The west part of the site is developed with a fire station. When it was developed, formal storm water retention was not constructed. Currently storm water pools on the east side of the site. A developer intends to develop 1.59 acres south of the City property with duplexes. As part of the development, the developer has offered to develop dry storm water retention for both his site and the City owned site along the south 40 feet and the east 50 feet of the City parcel. Additionally, the public water line to serve the developer's property will be located along the east edge of the City property. A portion of the easement area on the south will be utilized for vehicular turning.

Analysis: The easements will impact approximately 25,040 square feet of the City site. The cost to construct the storm water retention is estimated at \$80,000. When completed, the structured retention could allow the east part of the parcel to be available for additional development. Based on the value of land in the area and the estimated benefit to the City, the value of the easements was estimated at \$8,000. The developer has agreed to pay this amount for the easements. The developer will be responsible for the maintenance of the easement areas after development.

Financial Considerations: The City will receive \$8,000 for the easement. All costs of development of the easement area will be borne by the developer. Additionally, the City will be relieved of maintenance costs in the in the easement areas.

Legal Considerations: The Law Department has approved the easements and maintenance agreements as to form.

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

Attachments: Aerial map, easements and maintenance agreements.

PUBLIC WATERLINE EASEMENT

THIS EASEMENT made this _____ day of _____, 20 _____,
by and between the City of Wichita of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first part, City of Wichita, Kansas, in consideration of the sum of One Dollar (\$1), the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party right-of-way and easement for the purpose of construction and maintenance of a public waterline along and under the following described real estate situated in Wichita, Sedgwick, County, Kansas, to wit:

A public waterline easement described as the east 10 feet of the north 280 feet of the west 325 feet of Lot 3, Block 1, Summerfield III Commercial Addition, Wichita, Kansas.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

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

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

Notary Public

My Commission Expires: _____

ACCESS EASEMENT

THIS EASEMENT made this _____ day of _____, 20 _____,
by and between the City of Wichita of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first part, City of Wichita, Kansas, in consideration of the sum of One Dollar (\$1), the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party right-of-way and easement for the purpose of construction and maintenance of a fire lane along and under the following described real estate situated in Wichita, Sedgwick, County, Kansas, to wit:

An access easement described as the west 40 feet of the south 45 feet of the north 280 feet of Lot 3, Block 1, Summerfield III Commercial Addition, Wichita, Kansas.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

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

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

Notary Public

My Commission Expires: _____

DRAINAGE EASEMENT

THIS EASEMENT made this _____ day of _____, 20 _____,
by and between the City of Wichita of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first part, City of Wichita, Kansas, in consideration of the sum of One Dollar (\$1), the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party right-of-way and easement for the purpose of construction and maintenance of a drainage along and under the following described real estate situated in Wichita, Sedgwick, County, Kansas, to wit:

A drainage easement described as the east 50 feet and the south 40 feet of the north 280 feet of the west 325 feet of Lot 3, Block 1, Summerfield III Commercial Addition, Wichita, Kansas.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

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

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

Notary Public

My Commission Expires: _____

**PERMANENT STORMWATER DRAINAGE & DETENTION BASIN MAINTENANCE
AGREEMENT**

THIS EASEMENT (hereinafter referred to as this "Agreement"), made and entered into on the ___ day of _____ 20__, by and between K W Thomas LLC "Developer" or "Grantee") and The City of Wichita, Kansas (the "City" or "Grantor"), each hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, the Developer is the owner of the real property legally described as the Lot 2, except the North 280 feet adjacent to Lot 1 and except a parcel beginning at the Southeast corner of Lot 1, thence South 13 feet, thence West 23 feet, thence North 13 feet, thence East 32 feet to the beginning, Summerfield III Commercial Second Addition, an addition to Wichita, Sedgwick County, Kansas (hereinafter the "Developer's Lot"); and

WHEREAS, the City is the owner of the real property legally described as the North 280 feet of the West 325 feet, Lot 3, Block 1, Summerfield III Commercial Addition, an addition to Wichita, Sedgwick County, Kansas (hereinafter, the "Subject Property"); and

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

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

1. Grant of Easement. The City hereby grants, conveys, declares, creates, imposes and establishes for the benefit of the City, and for the Developer and its successors (including any property owners' association representing successive owners of the Developer's Lot or any portion(s) thereof), an easement upon, over and under that portion of the Subject Property (as well as a permanent easement upon the Subject Property for ingress and egress to permit access to such legally described area), for the location, construction, maintenance, repair, and

replacement as necessary, of the storm water mitigation, drainage and detention facilities called for by the approved construction plans for the development of the Subject Property. For the duration of this easement, any construction, maintenance, repair, and/or replacement of facilities on the Subject Property shall be subject to the final authority and approval of the City Engineer. The easement interest herein conveyed shall revert to City at no cost should City determine the Subject Property is necessary and required for a different public use, as shown by a majority vote of the City Council.

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

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

4. Action by City. Notwithstanding the foregoing paragraph, in the event that the Developer or its successors are unable (or otherwise fail) to maintain the Subject Property or fail in any manner to fulfill these obligation relating to said Subject Property, or in the event that it becomes necessary to construct substitute facilities to replace the storm water mitigation, drainage and detention facilities located within the easement hereinabove granted, the City of Wichita may serve a written Notice of Delinquency upon the Developer or its successors setting forth the manner in which the Developer or its successors have failed to fulfill such obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Developer or its successors may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, may enter upon said Subject Property and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out obligations of the Developer or its successors may be assessed against Developer's Lot in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Developer's Lot. Should Developer or any future successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said Notice, apply for a hearing before

the City Manager to contest the proposed assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to determination.

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

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

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

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

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

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

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

Name of Property Owner: _____
(Print)

(Sign)

(Title) K W Thomas, LLC

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM

Gary E. Rebenstorf, City Attorney

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

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

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

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, came _____, the _____ of K W Thomas, LLC, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of K W Thomas, LLC having full authority to do so.

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

Notary Public

My Commission Expires: _____

PERMANENT ACCESS AND MAINTENANCE AGREEMENT

THIS EASEMENT (hereinafter referred to as this "Agreement"), made and entered into on the ___ day of _____ 20__, by and between K W Thomas LLC "Developer" or "Grantee") and The City of Wichita, Kansas (the "City" or "Grantor"), each hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, the Developer is the owner of the real property legally described as the Lot 2, except the North 280 feet adjacent to Lot 1 and except a parcel beginning at the Southeast corner of Lot 1, thence South 13 feet, thence West 23 feet, thence North 13 feet, thence East 32 feet to the beginning, Summerfield III Commercial Second Addition, an addition to Wichita, Sedgwick County, Kansas (hereinafter the "Developer's Lot"); and

WHEREAS, the City is the owner of the real property legally described as the North 280 feet of the West 325 feet, Lot 3, Block 1, Summerfield III Commercial Addition, an addition to Wichita, Sedgwick County, Kansas (hereinafter, the "Subject Property"); and

WHEREAS, the City desires to grant to the Developer a permanent easement upon, over and under that portion of the Subject Property, for the construction and permanent location of an access road turn around, as shown on the approved construction plans for the development of the subject property, subject to the terms set forth herein.

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

1. Grant of Easement. The City hereby grants, conveys, declares, creates, imposes and establishes for the benefit of the City, and for the Developer and its successors (including any property owners' association representing successive owners of the Developer's Lot or any portion(s) thereof), an easement upon, over and under that portion of the Subject Property (as well as a permanent easement upon the Subject Property for ingress and egress to permit access to such legally described area), for the location, construction, maintenance, repair, and replacement as necessary, of the paved access turn-around called for by the approved

construction plans for the development of the Subject Property. For the duration of this easement, any construction, maintenance, repair, and/or replacement of facilities on the Subject Property shall be subject to the final authority and approval of the City Engineer. The easement interest herein conveyed shall revert to City at no cost should City determine the Subject Property is necessary and required for a different public use, as shown by a majority vote of the City Council.

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

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

4. Action by City. Notwithstanding the foregoing paragraph, in the event that the Developer or its successors are unable (or otherwise fail) to maintain the Subject Property or fail in any manner to fulfill these obligation relating to said Subject Property, or in the event that it becomes necessary to construct substitute pavement located within the easement hereinabove granted, the City of Wichita may serve a written Notice of Delinquency upon the Developer or its successors setting forth the manner in which the Developer or its successors have failed to fulfill such obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Developer or its successors may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, may enter upon said Subject Property and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out obligations of the Developer or its successors may be assessed against Developer's Lot in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Developer's Lot. Should Developer or any future successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said Notice, apply for a hearing before the City Manager to contest the proposed assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to determination.

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

5. Developer's Negative Covenants. The Developer or the City shall not construct, plant or place or cause to be placed on the Subject Property any obstacle that impede use of the turn-around as designed.

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

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

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

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

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

Name of Property Owner:

Thomas Schmeidler, K.W. Thomas, LLC
(Print)

(Sign)

Manager
(Title)

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM

Gary E. Rebenstorf, City Attorney

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, came Carl Brewer and Karen

Sublett, the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of the said City of Wichita.

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

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, came _____, the _____ of K W Thomas, LLC, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of K W Thomas, LLC having full authority to do so.

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

Notary Public

My Commission Expires: _____

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: Agreement between Kansas Gas and Electric Company and City of Wichita for Relocation of Light Poles on North Amidon. (District VI)

INITIATED BY: Department of Law/City Manager's Office

AGENDA: Consent

Recommendation: Approve the agreement with Kansas Gas and Electric Company.

Background: Kansas Gas and Electric Company d/b/a Westar Energy has requested financial assistance from the City for the costs to relocate light poles on Amidon Road from approximately 25th Street North to 29th Street North. This area of Amidon is being widened to assist with traffic flow. The total costs for relocation of the poles are approximately \$1.6 million dollars. The poles were relocated previously, at Westar's (Kansas Gas and Electric) expense, in 1964, from a private easement into a right of way at the City's request. Based on these previous expenditures, Westar has requested that the City assist with current relocation costs caused by the redevelopment of Amidon.

Following substantial negotiations, a resolution is proposed wherein the City will contribute a portion of the relocation costs.

On August 24, 2010, the City Council approved \$470,000 for design of improvements to Amidon between 21st and 29th Street. An additional \$300,000 was approved for right of way acquisition on March 20, 2013. Later, on November 5, 2013, an additional \$1 million was approved for utility relocation and right of way acquisition.

Analysis: The proposed agreement authorizes Westar to provide the labor, equipment, materials and supplies necessary to modify or relocate the light poles. In exchange for the poles relocation, the City will reimburse Westar for 35% of the relocation costs; in an amount not exceed \$595,000. The City will not reimburse Westar for any private easement purchases, required by the relocation of the poles.

Financial Considerations: The agreement is for an amount not to exceed \$595,000. Funding is available in the Amidon 21st – 29th Capital Project budget.

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

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the Mayor to sign.

Attachments: Agreement.

**SETTLEMENT AGREEMENT
BETWEEN
KANSAS GAS AND ELECTRIC COMPANY
AND
CITY OF WICHITA**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, by and between City of Wichita, Kansas (“City”) and Kansas Gas and Electric Company, a Kansas corporation, d/b/a Westar Energy (“Company”). City and Company each may also be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, City is engaged in a street widening project on Amidon Avenue in Wichita, Kansas, from 25th street to 29th street North, Wichita, Sedgwick County, Kansas (“Project”).

WHEREAS, Company has an existing 69 kV transmission line that will need to be relocated to the east as a result of this street widening project.

WHEREAS, Company has a contract with City. Applicable terms of that Contract state that Company is required to bear the costs of any relocation of transmission lines. City and Company have negotiated an arrangement whereby Company will provide the labor, equipment, materials and supplies to modify or relocate the electric power line on the property herein described, according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Amidon Avenue 69 kV Project:** Company was advised by City regarding the street widening Project of Amidon Avenue from 25th Street North to 29th Street North, Wichita, Sedgwick County, Kansas. Company has an existing 69 kV transmission line that will need to be relocated to the east as a result of this street widening project. Company is purchasing private easements for the line relocate.
2. Parties agree that City’s cost for the transmission line modification/relocation is not to exceed \$595,000 (CITY COST), unless there are agreed upon change orders between the City and Company. When the transmission line modification/relocation is complete, Company shall submit to City an invoice for 35% of the final modification/relocation costs. Company shall provide City with a detailed explanation of its costs. Any purchases of private easements by Company shall not be included in the City Cost, as City shall not compensate Company for any private easement purchases.
3. Company acknowledges the importance of this project and agrees to use commercially reasonable efforts to begin work on the line in January 2014, and have the modification/relocation complete on or before April 30, 2014. However, Company may

adjust or extend this work schedule as weather conditions require. In the event that City wishes to cancel this agreement for any reason, Company will have the right to demand payment of the full amount of its actual costs incurred to such date including the cost of any equipment ordered for the project for which the Company will be required to pay and which Company is unable to use elsewhere in its operations without the incurrence of additional expense ("ACTUAL COSTS TO DATE"). City acknowledges that the ACTUAL COSTS TO DATE could be greater than the aforementioned CITY COST.

4. The Kansas Overhead Power Line Accident Prevention Act, K.S.A. 66-1709 *et seq.*, prohibits certain activity which is likely to place people, machinery or equipment within 10 feet of an overhead power line. Both prior to and after completion of the line modification/relocation, City shall be responsible for limiting or prohibiting any work or activity on the above-described property, which activity is likely to violate the Overhead Power Line Act or to otherwise risk bodily injury or damage. City agrees to indemnify, hold harmless and defend Company for any claims arising from City's duties described in this paragraph.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date above set forth.

The CITY OF WICHITA, KANSAS

KANSAS GAS AND ELECTRIC
COMPANY

BY THE ACTION OF THE CITY COUNCIL

By: _____

Carl Brewer, Mayor

Name: _____

Its: _____

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: DED2014-00002 – Dedication of Utility Easement located west of Meridian, North of Maple (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the Dedication.



Background: The Dedication is associated with Lot Split Case No. LSP2013-00022 (Smithson’s Subdivision of Smithson’s Addition) and was requested by the City’s Public Works Department.

Analysis: The Dedication DED2014-00002 is for the purpose of constructing, maintaining and repairing public utilities.

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

Legal Considerations: The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachments: Dedication of Utility Easement.

COPY

EASEMENT DEDICATION *mm*

This easement made this 12 day of March, 2014, by and between Progressive Opportunities L.L.C., of the first part and the City of Wichita of the second part.

WITNESSETH; That the said first party, in consideration of the sum of one dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer, all other public utilities, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

The North 20.00' of the East 161.44' of Lot 59, Sheridan Avenue, Smithson's Subdivision of Smithson's Addition to Wichita, Kansas

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of construction, operating, maintaining, and repairing such utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

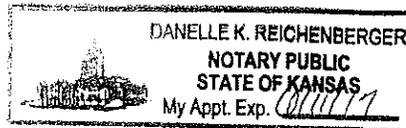
[Signature]
Richard Niedens, for and President of Progressive Opportunities L.L.C.

STATE OF KANSAS)
SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Richard Niedens, for and President of Progressive Opportunities L.L.C. to me personally known to be the same persons who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof. Dated this 12 day of March, 2014. *mm*

[Signature]
Notary Public

My Commission Expires: 6/1/17



Approved as to form:

DED 2014-00002
LSP 2013-00022

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

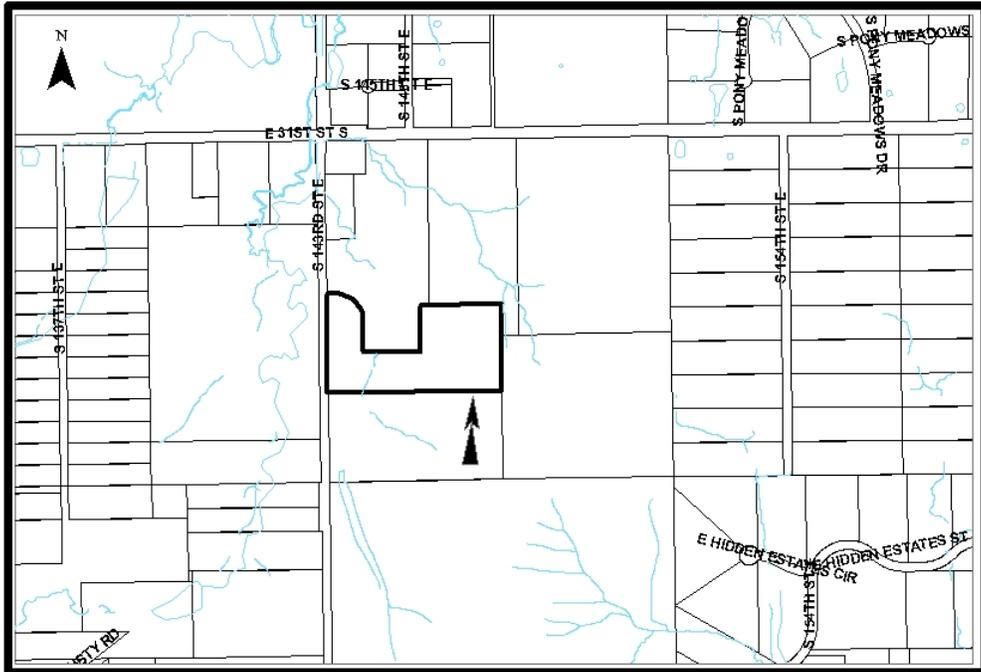
SUBJECT: SUB2014-00007 -- Plat of Capall Baile Addition located on the east side of 143rd Street East, south of 31st Street South (County)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

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



Background: The site, consisting of one lot on 16.5 acres, is located in the County within three miles of Wichita’s boundary and is zoned RR Rural Residential.

Analysis: The site has been approved by the Metropolitan Area Building and Construction Department for the use of on-site sanitary sewer facilities. Water service is available to serve the site from Sedgwick County Rural Water District Number 3. The applicant has submitted a No Protest Agreement for Future Water and Sewer Extension as requested by Wichita Public Works and Utilities Department. The applicant has submitted a Drainage Covenant as requested by County Public Works.

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

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

Legal Considerations: The Law Department has reviewed and approved the No Protest Agreement for Future Water and Sewer Extension and Drainage Covenant as to form and the documents will be recorded with the Register of Deeds.

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

Attachments: No Protest Agreement for Future Water and Sewer Extension.
Drainage Covenant.

COPY

NO PROTEST AGREEMENT FOR FUTURE WATER AND SEWER EXTENSION

This Agreement made and entered into this ____ day of _____, 2014 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Peak Performance LLC, a Kansas limited liability company, Owners, party of the second part (hereinafter "Owners")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owners and property owned by others; and

WHEREAS, the Owners are the owners of real property legally described as:

Lot 1, Block 1, Capall Baile Addition to Sedgwick County, Kansas
and

WHEREAS, the City wishes to insure that the said real property owned by Owners will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owners' request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer and water line improvements to serve said property.
2. Owners, on their own behalf and on behalf of their heirs, assigns and successors in interest, irrevocably waive their right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owners of their right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owners' said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owners shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

I/We, Rob L. Maloney and Marie E. Maloney (Managing Members for Peak Performance, LLC), owners of Lot 1, Block 1, Capall Baile Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer and water improvements has been submitted to the City Council of the City of Wichita, Kansas.

DRAINAGE COVENANT

WHEREAS, Peak Performance LLC , a Kansas limited liability company is owner of Tracts "A" and "B":

TRACT "A"

That part of the Northwest Quarter of Section 12, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as: Beginning at a point on the West line of said Northwest Quarter at an assumed bearing of S 0°17'50" E, a distance of 795.00 feet from the Northwest corner of said Northwest Quarter; thence N 89°42'25" E, parallel with the North line of said Northwest Quarter, a distance of 250.00 feet; thence N 0°17'50" W, parallel with said West line, a distance of 500.00 feet; thence N 89°42'25" E, parallel with said North line, a distance of 90.00 feet; thence N 0°17'50" W, parallel with said West line, a distance of 295.00 feet to a point on the North line of said Northwest Quarter; thence N 89°42'25" E, on said North line, a distance of 477.89 feet; thence S 0°17'50" E, parallel with said West line, a distance of 1300.00 feet; thence N 89°42'25" E, parallel with said North line, a distance of 542.11 feet; thence S 0°17'50" E, parallel with said West line, a distance of 665.00 feet; thence S 89°42'25" W, parallel with said North line, a distance of 1360.00 feet to a point on the West line of said Northwest Quarter; thence N 0°17'50" W, on said West line, a distance of 1170.00 feet to the point of beginning, EXCEPT: Lot 1, Block 1, Capall Baile Addition to Sedgwick County, Kansas.

TRACT "B"

Lot 1, Block 1, Capall Baile Addition to Sedgwick County, Kansas

WHEREAS, the owners of Tract "A" desire to grant an easement across portions of Tract "A" to the owners of Tract "B" for the benefit of the owners of Tract "B", their successors, assigns, tenants, occupants and invitees:

NOW THEREFORE, in consideration of the covenants contained in this document and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the following grants and covenants are made.

1: EASEMENT FOR SURFACE DRAINAGE.

The owners of Tract "A" hereby grant and convey to the owners of Tract "B" and their successors in title forever, an easement upon, over and under that portion of Tract "A" where the existing pond is located (lying North of the North line of said Tract "B"), for the location, maintenance, repair, and replacement as necessary, of storm water mitigation, drainage and detention pond. Surface drainage and storm water runoff from Tract "B" may flow and run onto, over, upon and across Tract "A" as described and shown on approved drainage plan developed for said Capall Baile Addition and said pond shall remain at established grades or as modified with the approval of the applicable City or County Engineer, and will remain unobstructed to allow for the conveyance of stormwater.

2. Reservation of Rights. The owners of Tract "A", hereby expressly reserves for their self, their successors and assigns all rights and privileges incident to the ownership of the fee simple estate of the Subject Property that are not inconsistent with the rights and privileges herein granted.

3. Binding. The agreement hereby established shall run with the land and shall be binding upon and inure to the benefit of the above owners, and all subsequent owners and occupiers of the above-described Parcels.

City of Wichita
City Council Meeting
April 8, 2014

TO: Mayor and City Council

SUBJECT: ZON2010-00028– City zone change from SF-5 Single-family Residential to LC Limited Commercial and OW Office Warehouse, generally located west of North Meridian Avenue and north of K-96. (CUP 2010-00016) (District VI)

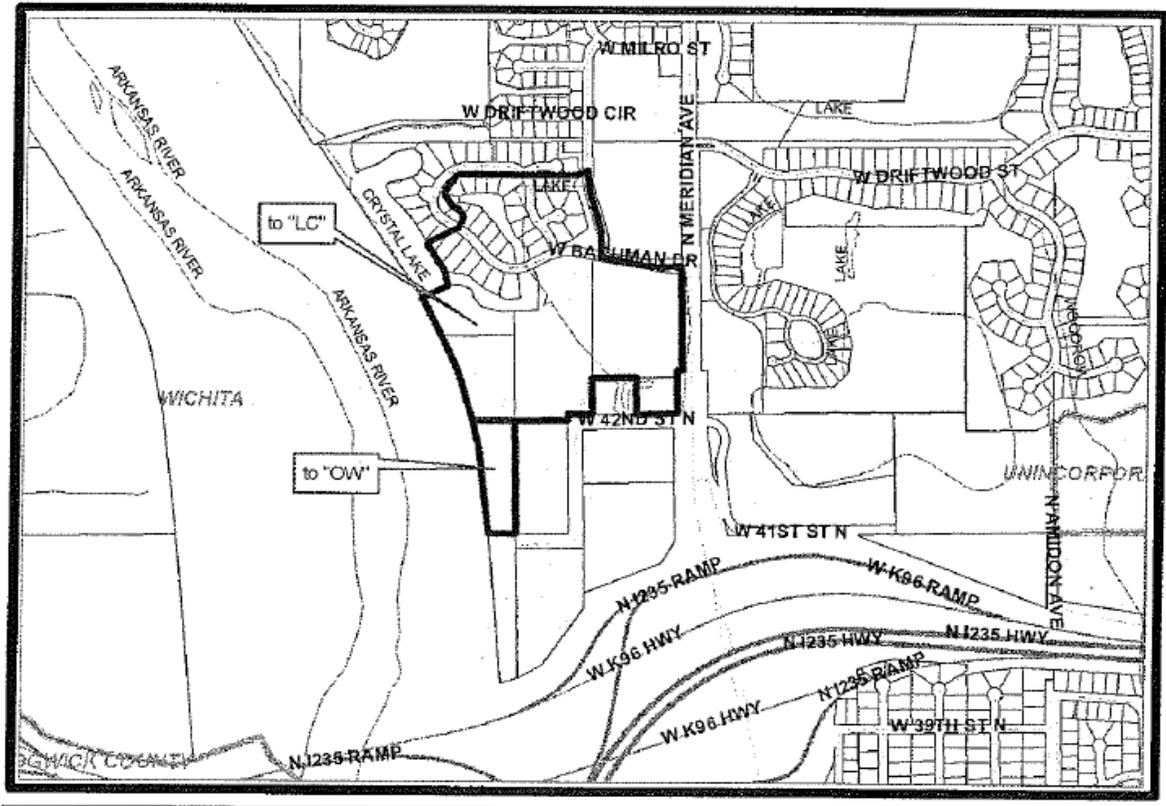
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (9-0).

DAB Recommendation: District Advisory Board VI recommended approval of the request (7-0).

MAPD Staff Recommendation: Approve the zone change request to LC Limited Commercial on the platted portion of the property.



Background: On September 21, 2010, the City Council approved the zone change from SF-5 Single-family Residential to LC Limited Commercial and OW Office Warehouse (associated with CUP2010-16) subject to conditions and subject to platting the property within one year. After receiving several platting extensions, the applicant has now completed and recorded the plat on a portion of the property approved for LC zoning. Because of elapsed time, and because only a portion of the application area is now platted, legal and planning staff recommended that this request go back before the City Council.

Analysis: District Advisory Board (DAB) VI heard the rezone request on August 18, 2010, and recommended approval (7-0). No citizens spoke at the DAB hearing on this request.

At the Metropolitan Area Planning Commission (MAPC) meeting held on August 19, 2010, the MAPC voted (9-0) to recommend approval of the request. No citizens spoke at the MAPC hearing and no protests were filed on this request.

Staff recommends approval of the zone change request to LC on the platted portion of the property.

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

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the zone change request to LC zoning on the platted portion of the application area, authorize the mayor to sign the ordinance and place the ordinance on the first reading (simple majority vote required).

Attachments:

- Ordinance
- MAPC minutes
- DAB VI memorandum

ORDINANCE NO. 49-682

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. ZON2010-00028

Zone change from SF-5 Single-Family Residential to LC Limited Commercial on property described as:

Lakeside at the Moorings Addition, Wichita, Sedgwick County, Kansas.

Generally located north of K-96 Highway and west of North Meridian.

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 AT WICHITA, KANSAS, April 15th, 2014.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

**EXCERPT OF THE AUGUST 19, 2010 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING HEARING**

Case No.: ZON2010-28 and CUP2010-16 – CBB Northlakes, LLC c/o Brad and Kurt Bachman (owners); Baughman Company, PA c/o Russ Ewy (agent) request a city zone change from SF-5 Single-Family Residential to LC Limited Commercial and OW Office Warehouse and city CUP Amendment #4 to DP-78 and creation of a new commercial CUP, DP-323 Lakeside At the Moorings.

All of Lots 1, 2, 3, 4, 5, 27, 28, 29, 30, and 31, Block 1, together with all of Lots 1, 2, 3, 4, 13, 14, 15, 16, and 17, Block 2, together with all of Lots 1 and 2, Block 3, together with all of Reserve "C", together with all of the southerly Sandkey Ct., all as platted and dedicated in The Moorings South Addition to Wichita, Kansas, TOGETHER with that part of Lots 6, 7, 23, 24, 25, and 26, in said Block 1, and that part of Lots 5, 6, 7, 8, 9, 10, 11, and 12, in said Block 2, and that part of Reserves "A" and "D" in said The Moorings South Addition, and that part of Sandkey and Bachman Drive as dedicated in said The Mooring South Addition, and that part of Bachman Drive and Cobblestone as dedicated in The Moorings Sixth Addition to Wichita, Sedgwick County, Kansas lying generally south of and abutting the following described line: Beginning at the northeast corner of Lot 1, Block 3, in said The Moorings South Addition; thence $N00^{\circ}27'10''W$ along the northerly extension of the east line of Lot 1 in said Block 3, 50.00 feet; thence $S89^{\circ}32'50''W$, 138.34 feet to the point of curvature of a curve to the right; thence westerly along said curve, through a central angle of $11^{\circ}27'10''$ and having a radius of 500.00 feet, an arc distance of 99.78 feet, (having a chord length of 99.62 feet bearing $N84^{\circ}43'02''W$), to the point of tangency of said curve; thence $N79^{\circ}00'00''W$ along the centerline of said Bachman Drive, 313.70 feet, more or less, to a point on the centerline of said Cobblestone; thence $N11^{\circ}00'00''E$ along the centerline of said Cobblestone, 32.00 feet to the point of curvature of a curve to the left in said centerline; thence northerly along said curve, having a central angle of $27^{\circ}42'38''$ and a radius of 309.62 feet, an arc distance of 149.74 feet, (having a chord length of 148.28 feet bearing $N02^{\circ}51'21''W$), to the point of tangency of said curve; thence $N16^{\circ}42'38''W$ along the centerline of said Cobblestone, 251.10 feet to the point of curvature of a curve to the right in said centerline; thence northerly along said curve, having a central angle of $16^{\circ}42'08''$ and a radius of 530.86 feet, an arc distance of 154.75 feet, (having a chord length of 154.20 feet bearing $N08^{\circ}21'34''W$), to the point of tangency of said curve; thence $N00^{\circ}00'30''W$ along the centerline of said Cobblestone, 13.61 feet to the point of curvature of a non-tangent curve to the right; thence westerly along said curve, through a central angle of $37^{\circ}45'50''$ and having a radius of 162.00 feet, an arc distance of 106.77 feet, (having a chord length of 104.85 feet bearing $S71^{\circ}10'46''W$), to the point of tangency of said curve; thence $N89^{\circ}56'20''W$, 771.60 feet to the point of curvature of a curve to the left; thence westerly and southwesterly along said curve, having a central angle of $53^{\circ}00'42''$ and a radius of 38.00 feet, an arc distance of 35.16 feet, (having a chord length of 33.92 feet bearing $S63^{\circ}33'19''W$), to the point of tangency of said curve; thence $S37^{\circ}02'58''W$, 114.09 feet to the point of curvature of a curve to the left; thence southwesterly, southerly, and southeasterly along said curve, having a central angle of $75^{\circ}54'33''$ and a radius of 38.00 feet, an arc distance of 50.34 feet, (having a chord length of 46.74 feet bearing $S00^{\circ}54'18''E$), to the point of tangency of said curve; thence $S38^{\circ}51'35''E$, 17.55 feet to the point of curvature of a curve to the right; thence southeasterly along said curve, having a central angle of $10^{\circ}45'12''$ and a radius of 230.00 feet, an arc distance of 43.17 feet, (having a chord length of 43.11 feet bearing $S33^{\circ}28'58''E$), to the point of tangency of said curve; thence $S28^{\circ}06'22''E$, 18.85 feet to the point of curvature of a non-tangent curve to the right; thence southeasterly, southerly, and southwesterly along said curve, through a central angle of $148^{\circ}36'57''$ and having a radius of 80.00 feet, an arc distance of 207.51 feet, (having a chord length of 154.04 feet bearing

S10°25'52"E), to the point of tangency of said curve; thence S63°52'36"W, 217.36 feet to a point on the east line of said Reserve "A", said point being S28°06'28"E, 36.95 feet from the most westerly corner of Lot 7 in said Block 1; thence S28°06'28"E along the east line of said Reserve "A", 37.83 feet to a deflection corner in said east line; thence S33°25'27"E along the east line of said Reserve "A", 183.96 feet to a deflection corner in said east line; thence S11°05'46"E, 96.75 feet to a deflection corner in the south line of said Reserve "A", said deflection corner being N65°17'40"E, 194.56 feet from the most southwesterly corner of said Reserve "A", and for a point of termination, together with Government Lots 1 and 2 in Sec. 25, Twp. 26-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, EXCEPT that part of said Government Lots 1 and 2 platted as Hallock Addition, Sedgwick County, Kansas, and EXCEPT that part platted as Riverlawn Christian Addition, Wichita, Sedgwick County, Kansas, and EXCEPT that part platted as Fire Station 13 Addition, an Addition to Wichita, Sedgwick County, Kansas and EXCEPT that part taken for road in Condemnation Case 35916, and EXCEPT that part dedicated for road in Film 174 at Page 182, and EXCEPT that part dedicated for road in Film 1299 at Page 1251, and EXCEPT that part platted as The Moorings 6th Addition to Wichita, Kansas, and EXCEPT a tract of land lying in the NE ¼ of Sec. 25, Twp. 26-S, R-1-W of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning 1895.48 feet south and 1210 feet west of the northeast corner of said NE ¼, said point being the NW corner of Lot 1, Block 1, Riverside Christian Addition; thence west to the Arkansas River Levee (Condemnation Case A-33666); thence southeasterly along said Levee to the south line of said NE ¼; thence east to the SW corner of Lot 1, Block 1, Riverside Christian Addition; thence north along the west line of Lot 1, Block 1, Riverside Christian Addition to point of beginning, all being subject to road right-of-way of record for Meridian Avenue on the east, generally located west of North Meridian Avenue and north of K-96.

BACKGROUND: The applicant, CBB Northlakes, LLC c/o Brad and Kurt Bachman, proposes a zone change from SF-5 Single-Family Residential ("SF-5") to LC Limited Commercial ("LC") and OW Office Warehouse ("OW"), the creation of a new community unit plan ("CUP") to be named DP-323 Lakeside At the Moorings, and Amendment #4 to DP-78 The Moorings Community Unit Plan. Total site size is 54.85 gross acres and 43.68 net acres. Of this area, 4.12 acres are not part of the existing CUP, DP-78, and are being combined with 50.73 acres being transferred from DP-78. Together this land will form DP-323. The zone change would be for approximately 43 acres from SF-5 to LC (approximately 39 acres) and OW (approximately four acres). The other 12 acres were approved for rezoning to LC previously.

The site is located west of Meridian Avenue, approximately one-fourth mile north of the K-96 interchange with Meridian. It is bounded by the Big Arkansas River on the west, the existing Moorings residential area on the north that includes a buffer strip of one row of undeveloped lots, the fire station and Riverlawn Christian Church on the south, and Meridian on the east.

The new CUP proposes 17 parcels. The CUP has four distinct clusters for development, a group restricted to GO (Parcels 12, 13 and 17) along the northern edge of the CUP nearest the residential development, the lots along Meridian requested for a broader range of LC uses (Parcels 1, 2, 3, 4, and 16), the parcels along the internal loop street for less intensive LC type uses (Parcels 5, 7-11, 14 and 15), and one parcel (Parcel 6) for office-warehouse type of use.

Parcel 6 is unique in that it is the only parcel for which OW zoning is requested and is somewhat isolated and remote from the balance of the site. It has the river on the west and a church-owned open space lot on the east. It is connected to the rest of the CUP by a spur off the looped internal street. The developer has indicated that he does not think it would be suited for typical shopping center, office or retail use, but is more suited for office-warehouse types of uses, maybe even warehouse, self-service storage.

Uses prohibited throughout the CUP are: adult entertainment establishments, group residential, correctional placement residences, private clubs, taverns and drinking establishments, nightclubs, or sexually oriented businesses. Overhead doors are prohibited within 200 feet of residential uses and facing residential zoning districts, and the use of exterior audio systems to project sound beyond the boundaries of the CUP is prohibited. Additional restrictions for the interior LC parcels include no auto-related uses such as car washes, vehicle repair, convenience stores (except for Parcel 4, which may look to a convenience store associated with its proximity to Meridian) and service stations.

Signage is planned to reflect the intensity of development in the various areas of the CUP. Monument signage is based on a 0.8 times linear frontage along Meridian, and 0.5 on the balance of the tract. In general, the CUP asks for 125 square feet for monument-style signs with a maximum height of 20 feet along Meridian plus one 200 square foot monument sign for the development. On the interior parcels, it would be 75 square feet for monument signs with a maximum height of 16 feet. The OW parcel requests 100 feet but placed along the spur where it exits onto the internal street, with a maximum height of 16 feet. Other sign features include limiting window signage to 25 percent, no flashing or moving signs, no billboards or off-site signs, and a general spacing of 150 feet between freestanding signage.

The CUP includes features for architectural character, consistent lighting elements, limited to 15 feet within 200 feet of residential zoning and 24 feet for the balance of the CUP, and prohibits extensive use of neon or fluorescent lighting or backlit canopies on buildings. The CUP calls for a shared landscape palette and consistent signage bases. These elements lend a planned feel to the development.

Screening is somewhat complicated due to the presence of the lake and river on the western boundary of the CUP. A masonry wall on Parcels 12, 13 and 17 six to eight feet in height is included along the northern edge to separate the CUP from the residential development; it is modified close to the lake where landscaping would be used to block views instead due to the difficulty of taking the masonry all the way to the property edge at the water's edge. The plan also calls for a 30-foot landscaping buffer along this property line. The screening wall is optional along the nonresidential development zoned SF-5, but would be screening through landscape buffering, still requiring solid screening for all outdoor work and storage areas, loading docks, trash enclosures, etc.

Building heights are 35 feet for the parcels along Meridian and the northern ring. The parcels inside the internal looped street and to the south of it would allow 45 feet in height. Building coverage is set at 30 percent and maximum gross floor area is set at 35 percent for all parcels. Setbacks along streets are 35 feet. Building setbacks are not shown on interior property lines but should be 35 feet along all CUP boundaries.

The property to the north is The Moorings residential subdivision, zoned SF-5. The property to the northeast of Parcels 14-16 is a church, zoned SF-5. The property east of Meridian includes land in Parcel 2 of DP-285 Harbor Isle South Commercial CUP, which is slated for similar LC development to this CUP except for eliminating some auto-oriented uses and some size limitations to prohibit big box types of uses. Farther north, the land is zoned SF-5 and is platted with a buffer reserve along Meridian and single-family residential lots. The property to the southeast of Meridian is undeveloped land zoned MF-18 in DP-94 Mallard Cove Residential CUP. One property to the south is zoned LC and developed with a church. The rest is zoned SF-5. One tract is developed with a fire station. This property is part of DP-78 and would remain in it. Another large tract is used as an open field by the church. One residence is located south of the proposed Parcel 6. The Big Arkansas River and its levee is the western boundary.

CASE HISTORY: Part of the property is platted as The Moorings South Addition, recorded February 6, 2006. This property also was approved for LC zoning (ZON2003-00048) along with DP-78 Amendment

#3. The remainder of the property is unplatted. All the land except the proposed Parcel 6 lies within DP-78.

ADJACENT ZONING AND LAND USE:

| | | |
|--------|-----------------|---|
| NORTH: | SF-5 | Vacant, single-family residential, church |
| SOUTH: | LC, SF-5 | Church, fire station, open space, single-family residence |
| EAST: | LC, SF-5, MF-18 | Vacant commercial, multi-family and single-family land |
| WEST: | SF-5 | Big Arkansas River and levee, lake |

PUBLIC SERVICES: Meridian is a four-lane principal arterial with a center turn lane across the frontage of the CUP, with an additional lane for right-turn decel for southbound traffic onto 42nd Street North on its southern edge. The property is about one-fourth mile north of the ramps on and off of K-96. Traffic counts in 2006 were 11,450 on Meridian.

Access for the CUP consists of an internal loop street connected to Meridian between Parcel 3 and Parcel 16, plus one joint right-in/right-out opening between Parcel 2 and Parcel 3 onto Meridian. Parcel 1 also has direct access from 42nd Street North. Currently the northern 50 feet of Parcel 16 is platted as Bachman Drive. The CUP proposes to terminate Bachman Drive at its connection to Cobblestone Street, a local residential street serving the residential subdivision to the north. As shown on the proposed CUP, the right-of-way for the residual of Bachman Drive north and this CUP is below normal street width. Final determination of this right-of-way width would need determined at time of platting and may require vacating less than the full half-width dedicated by the land from The Moorings South Addition. Other customary public services are available to serve the property.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “urban residential.” The development is not in conformance with this recommendation, however, it follows a pattern of intensification and commercial development along Meridian as exhibited by previous zone changes for the eastern part of this case, the property directly across Meridian (DP-285), plus rezoning of commercial use mid-mile at 45th Street North within the last two years and the more intensive type of commercial development occurring on the northwest and southwest corners of 53rd Street North and Meridian. The proposed CUP complies with **Commercial Goal/Objective B** of “Develop future retail/commercial areas which complement existing commercial activities provide convenient access to the public and minimize detrimental impacts to other adjacent land uses.” The CUP has requirements designed to minimize the impact of the development on the residential areas to the north. The proposed use conforms to **Commercial Locational Guideline #1** of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets and also minimizes the number of access points onto Meridian.

RECOMMENDATION: Based on the previous approvals of a portion of this tract for commercial use as well as other approvals for commercial use across Meridian and to the north, the use of the Meridian corridor seems to be shifting to commercial use serving the residential development existing or planned for the area. The cluster of uses on Meridian represents an equivalent level of LC development as approved in the previous DP-78 Amendment #3, except indoor recreation uses which were treated as a Conditional Uses in the previous case. For the remainder of the CUP, the significant change is to convert the character of the area to from residential to nonresidential. It would represent the boundary between local commercial and residential use. However, the area bordering the residential area (Parcels 12, 13 and 17) would be office rather than a broader range of commercial uses. The area around the interior parcels would be intended for retail, restaurant, and other commercial services. The isolated tract to the south would be for more intensive office-warehouse types of uses. The CUP includes provisions for unifying character and buffering. Based on these factors, plus the information available prior to the public hearing,

staff recommends the request be APPROVED subject to platting within one year and to the following conditions:

- A. APPROVE the zone change (ZON2010-00028) to LC and OW.
- B. APPROVE DP-323 (CUP2010-00016), subject to the following conditions:
 1. Determination of right-of-way width retained for Bachman Drive shall be determined at time of platting.
 2. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
 3. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
 4. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
 5. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-323) includes special conditions for development on this property and amending any comparable recorded document for DP-78 with the Register of Deeds to reflect the new CUP boundaries.
 6. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.
- C. Amend DP-78 to remove the land within DP-323 upon meeting all conditions of approval for DP 323.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The property to the north is The Moorings residential subdivision, zoned SF-5. The property to the northeast of Parcels 14-16 is a church, zoned SF-5. The property east of Meridian includes land in Parcel 2 of DP-285 Harbor Isle South Commercial CUP, which is slated for similar LC development to this CUP except for eliminating some auto-oriented uses and some size limitations to prohibit big box types of uses. Farther north, the land is zoned SF-5 and is platted with a buffer reserve along Meridian and single-family residential lots. The property to the southeast of Meridian is undeveloped land zoned MF-18 in DP-94 Mallard Cove Residential CUP. One property to the south is zoned LC and developed with a church. The rest is zoned SF-5. One tract is developed with a fire station. This property is part of DP-78 and would remain in it. Another large tract is used as an open field by the church. One residence is located south of the proposed Parcel 6. The Big Arkansas River and its levee is the western boundary.
2. The suitability of the subject property for the uses to which it has been restricted: The property is suited for the uses to which it has been restricted, although the property has remained undeveloped for long time, which may indicate it may be more appropriate for other types of uses.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The restriction of the land bordering the residential development to office uses and the CUP site development provisions should reduce detrimental effects to nearby residences. The character of the corridor on Meridian will transition to reflect commercial development, but this pattern already has been approved in previous DP-78 and DP-285 cases.

4. Length of time the subject property has remained vacant as zoned: The original approval of the CUP was in 1983, nearly 20 years ago.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the 1999 *Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for "urban residential." The development is not in conformance with this recommendation, however, it follows a pattern of intensification and commercial development along Meridian as exhibited by previous zone changes for the eastern part of this case, the property directly across Meridian (DP-285), plus rezoning of commercial use mid-mile at 45th Street North within the last two years and the more intensive type of commercial development occurring on the northwest and southwest corners of 53rd Street North and Meridian. The proposed CUP complies with **Commercial Goal/Objective B** of "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses." The CUP has requirements designed to minimize the impact of the development on the residential areas to the north. The proposed use conforms to **Commercial Locational Guideline #1** of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets and also minimizes the number of access points onto Meridian.
7. Impact of the proposed development on community facilities: The requested amendment probably will result in an increase in traffic since commercial and office uses creates more traffic demand than residential use. The property is well situated near the K-96 interchange on a major arterial already planned to accommodate significant traffic volumes.

DONNA GOLTRY, Planning Staff presented the Staff Report.

FOSTER said the provisions of the CUP were not legible so he wanted to make sure staff was agreeable to them.

GOLTRY said yes staff is agreeable to the CUP provisions, and that it contains screening and buffering provisions tailored to the specific types of uses and proximity to the lake rather than the standard CUP provisions. Also, the applicant is eliminating secondhand stores, pawnshops and offices that accept paychecks or car titles as security for loans. She added that DAB VI recommended approval of the project.

RUSS EWY, BAUGHMAN COMPANY, AGENT FOR THE APPLICANT said he would answer any questions.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **KLAUSMEYER** seconded the motion, and it carried (9-0).

8-19-10 MAPC

HAND OUT

ITEM #6



INTEROFFICE MEMORANDUM

TO: MAPC Members
FROM: Terri Dozal, Neighborhood Assistant, District VI
SUBJECT: ZON2010-00028 and CUP2010-00016
City Zone Change from SF-5 Single-Family Residential to LC Limited Commercial and OW Office Warehouse and CUP amendment to DP-78 and creation of a new commercial CUP, DP-323 Lakeside at the Moorings CUP
DATE: August 19, 2010

On Wednesday, August 18, 2010 the District VI Advisory Board (DAB) considered a City Zone Change from SF-5 Single-Family Residential to LC Limited Commercial and OW Office Warehouse and CUP amendment to DP-78 and creation of a new commercial CUP, DP-323 Lakeside at the Moorings CUP.

The members were provided the MAPD staff report for review prior to the meeting. *Dale Miller*, Planner presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked the following questions/comments:

- What was the Moorings residents input on the zone request?
- Would there be public access to the Lake?
- Would the only access to this location be from Meridian?
- Was the Fire Department aware of the access and would they be able to get in and out in case of an emergency?
- Would there be any walk able access for the neighbors to use?
- I appreciate the applicant for meeting with the neighborhood prior to this meeting.

There were no neighbors present to speak in favor or opposition of the request.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (7-0) of the zone change request ZON2010-00028 based on staff recommendations.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (7-0) of the CUP2010-00016 request based on staff recommendations.

Please review this information when ZON2010-00028 and CUP2010-00016 is considered.

mtd