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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. April 28, 2015

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on April 21, 2015

II. CONSENT AGENDAS ITEMS 1 THROUGH 17

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Resolution Establishing the Order of Succession as Mayor of the City of Wichita.

RECOMMENDED ACTION: Adopt the Resolution.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

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

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 17)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated April 27, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Kent Purvis	LW Clapp Golf Course**	4611 East Harry

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Paving Improvements in Tyler’s Landing Fourth Addition. (District V)
b. Storm Water Drain Improvements in The Steppes at Ark Valley Addition. (District II)
c. Paving Improvements for Georgia Avenue. (District III)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Street Closure at Lincoln Street from McLean to Waco. (Districts III and IV)

RECOMMENDED ACTION: Approve the temporary street closure.

6. Agreements/Contracts:

- a. Supplemental Agreement No. 2 for Improvements to Amidon, 21st to 29th Streets North. (District VI)
b. Wichita Art Museum Irrigation Replacement. (District VI)

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

7. Design Services Agreements:

- a. Capital Improvement Project Design Contracts-Wichita State University Innovation Campus. (District I)

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

8. Property Acquisitions:

- a. Surplus of City-Owned Property at 507 S. Pershing. (District III)

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

9. Minutes of Advisory Boards/Commissions

Historic Preservation Board, March 9, 2015
Board of Park Commissioners, March 9, 2015
Board of Park Commissioners, March 16, 2015
Wichita Public Library, March 17, 2015
Bicycle and Pedestrian Advisory Board, February 9, 2015
Bicycle and Pedestrian Advisory Board, March 9, 2015

RECOMMENDED ACTION: Receive and file.

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

<u>Property Address</u>	<u>Council District</u>
a. 1538 N. Erie	I
b. 1639 S. Lulu	I
c. 2011 N. Kansas	I
d. 6048 S. Hydraulic	III
e. 6109 S. Osage	IV

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on June 9, 2015 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

11. Report on Claims for March 2015.

RECOMMENDED ACTION: Receive and file.

12. Acceptance of Monetary Gift and Resolution.

RECOMMENDED ACTION: Accept the specific bequest, adopt the resolution and authorize the necessary signatures.

13. Eminent Domain Appeal Settlement - Jeff Greenburg. (District II)

RECOMMENDED ACTION: Authorize the settlement of \$700,000.

14. Eminent Domain Appeal Settlement – Hoover Road, LLC. (District II)

RECOMMENDED ACTION: Authorize the settlement of \$4,250,000.

15. Certificate of Canvass.

Certificate of Canvass of the votes in the General Election on April 7, 2015, determining that the following candidates were duly elected:

Mayor

Jeff Longwell

Council Member, District II

Pete Meitzner

Council Member, District IV

Jeff Blubaugh

Council Member, District V

Bryan Frye

RECOMMENDED ACTION: Receive and file.

16. Second Reading Ordinances: (First Read April 21, 2015)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

None

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

17. *INTRUST Bank, NA - Supplemental Agreement No. 3 - Wichita Dwight D. Eisenhower National Airport.

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

City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council

SUBJECT: Resolution Establishing the Order of Succession as Mayor of the City of Wichita

INITIATED BY: City Council

AGENDA: Council Member Agenda

Recommendation: Adopt the Resolution establishing the order of succession as Mayor of the City of Wichita.

Background: Section 2.04.032 of the Code of the City of Wichita allows the City Council to designate, from the membership of the City Council, members to serve as Mayor in the absence of the Mayor or Vice Mayor.

Analysis: The proposed Resolution will dictate the order of succession as Mayor of the City in the absence of the Mayor or Vice Mayor.

Financial Considerations: None.

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

Recommendations/Actions: It is recommended that the City Council adopt the Resolution.

Attachment: Resolution.

RESOLUTION NO. 15-115

A RESOLUTION ESTABLISHING THE ORDER OF SUCCESSION AS MAYOR OF THE CITY OF WICHITA, KANSAS, IN THE ABSENCE FROM THE CITY OF THE MAYOR AND THE VICE MAYOR.

WHEREAS, Section 2.04.032 of the City Code provides that the City Council is to designate from the membership thereof, members to serve as Mayor in the absence from the City of the Mayor, Vice Mayor, or other Council Members:

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

SECTION 1. That the order of succession as Mayor of the City of Wichita, Kansas, in the absence there from of the Mayor and the Vice Mayor or other Council Member shall be:

Council Member James Clendenin
Council Member Lavonta Williams
Council Member Janet Miller
Council Member Pete Meitzner
Council Member Jeff Blubaugh
Council Member Bryan Frye

SECTION 2. This Resolution shall be in force and effect after its due passage.

ADOPTED at Wichita, Kansas, this April 28, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon Dickgrafe, Interim Director of Law

Wichita, Kansas
April 27, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Diane Patton, Account Clerk III, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated April 20, 2015, were read and on motion approved.

Bids were opened April 24, 2015, pursuant to advertisements published on:

Redbud Mutli-Use Path-Phase II (Oliver to Woodlawn) 87TE-0399-01/472-85117(707058)

Defer one week

CDBG Sidewalk Improvements FY 2014 (11th Street, Grove to Volutsia) (472-85216/92423/) Traffic to be maintained during construction using flag persons and barricades. (District I)

Barkley Construction* - \$30,650.00 *Engineer's Estimate

Storm Water Sewer Repair, North Santa Fe and East Murdock Slope Restoration (North Santa Fe Avenue and East Murdock Avenue) 468-85028 (133117)

Mies Construction* - \$111,111.00

* Award 05/12/2015 subject to City Council Approval of new Engineer's Estimate and Budget Authorization.

37th Street and Hillside Intersection (37th Street and Hillside) (472-85161/707068/211532) Traffic to be maintained during construction using flag persons and barricades. (District I)

Kansas Paving Company - \$655,798.68

Tyler Road from 29th Street North to 37th Street North (north of 29th, east of Maize) (472-84700/706991/636311/208456/774080) Traffic to be maintained during construction using flag persons and barricades. (District V)

Kansas Paving Company - \$2,091,063.59

Red Oaks from the south line of Red Oaks Court, north to the west line of Summerfield; on Summerfield from the west line of Red Oaks, east and south to the north line of Crestwood; on Crestwood from the east line of Red Oaks, east to the east line of Summerfield; on Crestwood Court from the south line of Crestwood, south to the south line of Lot 10, Block A; and on Red Oaks Court from the west line of Red Oaks, west to and including the cul-de-sac to serve Waterfront 7th Addition (north of 13th Street North, east of Webb) to serve Waterfront 7th Addition (north of 13th Street North, east of Webb) (472-85188/766329/490350) Red Oaks Entrance Road (Commercial) One-half of Red Oaks from the east line of Waterfront Parkway, east and north to the south line of Red Oaks Court to serve Waterfront 7th Addition (north of 13th Street North, east of Webb) (472-85189/766328/490349) Red Oaks Entrance Road (Residential) One-half of Red Oaks from the east line of Waterfront Parkway, east and north to the south line of Red Oaks Court to serve Waterfront 7th Addition (north of 13th Street North, east of Webb) (472-85190/766330/490351) Does not affect existing traffic. (District II)

Crossland Construction Company Inc. - \$338,267.43 Group 1
\$84,184.89 Group 2
\$80,910.64 Group 3
\$503,362.96 Total Bid

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

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

On motion the Board of Bids adjourned.

Diane Patton, Account Clerk III
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: April 27, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

April 24, 2015

Redbud Multi-Use Path – Phase II (Oliver to Woodlawn) – Public Works & Utilities Dept./Engineering Division
(Defer to May 4, 2015) (Pending KDOT Approval)

CDBG Sidewalk Improvements FY 2014 (11th Street, Grove to Volutsia) – Public Works & Utilities
 Department/Engineering Division

Barkley Construction (Engineer's Estimate) \$30,650.00

SWS Repair, N. Santa Fe & E. Murdock Slope Restoration (N. Santa Fe Ave. and E. Murdock Ave.) – Public
 Works & Utilities Department/Engineering Division

**Mies Construction (Award May 12, 2015 Subject to City Council Approval \$111,111.00
 of New Engineer's Estimate and Budget Authorization)**

37th Street and Hillside Intersection – Public Works & Utilities Department/Engineering Division

Kansas Paving Company \$655,798.68

Paving – Tyler Road from 29th Street North to 37th Street North (north of 29th, east of Maize) – Public Works &
 Utilities Department/Engineering Division

Kansas Paving Company \$2,091,063.59

Paving (north of 13th Street North, east of Webb) – Public Works & Utilities Department/Engineering Division

Crossland Construction Company, Inc. Group 1 \$338,267.43

Group 2 84,184.89

Group 3 80,910.64

Aggregate Bid Total \$503,362.96

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

Clarence Rose
 for **Melinda A. Walker**
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 24, 2015

RQ540314

FB540047		Engineer's Construction Estimate	Barkley Construction	Cornejo & Sons, LLC	Kansas Paving Company
Redbud Multi-Use Path - Phase II			\$286,346.00	\$298,055.80	\$248,080.00
	BID BOND		X		
(Oliver to Woodlawn)	ADDENDA	3		X	X
87TE-0399-01/472-85117(707058)					
		Engineer's Construction Estimate	Andale Construction Inc.	PPJ Construction Inc.	Calvin Opp Concrete Inc.
Redbud Multi-Use Path - Phase II			\$250,079.50	\$301,960.00	\$271,977.00
	BID BOND		X	X	X
(Oliver to Woodlawn)	ADDENDA	3		X	X
87TE-0399-01/472-85117(707058)					
		Engineer's Construction Estimate	Pearson Construction LLC		
Redbud Multi-Use Path - Phase II			\$255,412.80		
	BID BOND		X		
(Oliver to Woodlawn)	ADDENDA	3			
87TE-0399-01/472-85117(707058)					
		Engineer's Construction Estimate			
Redbud Multi-Use Path - Phase II					
	BID BOND				
(Oliver to Woodlawn)	ADDENDA	3			
87TE-0399-01/472-85117(707058)					
DEFER 1 WEEK PENDING KDOT APPROVAL					

CHECKED BY: SP
 REVIEWED BY: PS

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 24, 2015

RQ#

FB#		Engineer's Construction Estimate	Barkley Construction	Kansas Paving Company	All Year Contractors
CDBG Sidewalk Improvements FY 2014		\$30,650.00	\$27,925.00	\$75,000.00	\$27,968.50
(11th Street, Grove to Volutsia)	BID BOND				X
	ADDENDA	0			
472-85216 092423					
CDBG Sidewalk Improvements FY 2014		Engineer's Construction Estimate	PPJ Construction Inc.	Calvin Opp Concrete Inc.	
		\$30,650.00	\$29,950.00	\$29,000.00	
(11th Street, Grove to Volutsia)	BID BOND		X	X	
	ADDENDA	0			
472-85216 092423					
CDBG Sidewalk Improvements FY 2014		Engineer's Construction Estimate			
		\$30,650.00			
(11th Street, Grove to Volutsia)	BID BOND				
	ADDENDA	0			
472-85216 092423					
CDBG Sidewalk Improvements FY 2014		Engineer's Construction Estimate			
		\$30,650.00			
(11th Street, Grove to Volutsia)	BID BOND				
	ADDENDA	0			
472-85216 092423					
Contract awarded for Engineer's Estimate \$30,650.00					

CHECKED BY: KP
 REVIEWED BY: PH

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - April 24, 2015

RQ540418

FB540066		Engineer's Construction Estimate	Mies Construction	Alans Excavating Inc.	
SWS Repair, N Santa Fe & E Murdock Slope Restoration			\$111,411.00	\$111,397.00	
(N Santa Fe Ave and E Murdock Ave)	BID BOND				
468-85028	ADDENDA	1			
(133117)				/	
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
SWS Repair, N Santa Fe & E Murdock Slope Restoration					
(N Santa Fe Ave and E Murdock Ave)	BID BOND				
468-85028	ADDENDA	1			
(133117)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
SWS Repair, N Santa Fe & E Murdock Slope Restoration					
(N Santa Fe Ave and E Murdock Ave)	BID BOND				
468-85028	ADDENDA	1			
(133117)					
		Engineer's Construction Estimate			
SWS Repair, N Santa Fe & E Murdock Slope Restoration					
(N Santa Fe Ave and E Murdock Ave)	BID BOND				
468-85028	ADDENDA	1			
(133117)					
Award 05-12-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization					

CHECKED BY: JD
 REVIEWED BY: ptt

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 24, 2015

RQ540419

FB540067		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
37th Street and Hillside Intersection		\$830,800.00	\$890,339.00	\$732,265.71	\$655,798.68
(37th Street and Hillside)	BID BOND				
472-85161 (707068)	ADDENDA	1			
		Engineer's Construction Estimate	Dondlinger & Sons		
37th Street and Hillside Intersection		\$830,800.00			
(37th Street and Hillside)	BID BOND				
472-85161 (707068)	ADDENDA	1			
		Engineer's Construction Estimate			
37th Street and Hillside Intersection		\$830,800.00			
(37th Street and Hillside)	BID BOND				
472-85161 (707068)	ADDENDA	1			
		Engineer's Construction Estimate			
37th Street and Hillside Intersection		\$830,800.00			
(37th Street and Hillside)	BID BOND				
472-85161 (707068)	ADDENDA	1			

CHECKED BY: JP
 REVIEWED BY: RS

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 24, 2015

RQ540375

FB540069		Engineer's Construction Estimate	Cornejo & Sons LLC	Crossland Construction Co. Inc.	Conspec Inc. DBA Kansas Paving
Red Oaks, Red Oaks Court, Summerfield, Crestwood 472-85188 (766329)	Group 1	\$338,779.00	\$334,565.38	\$338,267.43	\$341,764.60
Red Oaks Entrance Road (Commercial) 472-85189 (766328)	Group 2	\$85,517.00	\$93,289.18	\$84,184.89	\$87,433.10
Red Oaks Entrance Road (Residential) 472-85190 (766330)	Group 3	\$85,517.00	\$88,259.02	\$80,910.64	\$81,186.90
(north of 13th Street North, east of Webb)	BID BOND			X	
	ADDENDA	0			
BID TOTAL		\$509,813.00	516,113.58	503,362.96	510,384.60
		Engineer's Construction Estimate	Andale Construction Inc.		
Red Oaks, Red Oaks Court, Summerfield, Crestwood 472-85188 (766329)	Group 1	\$338,779.00	\$383,597.50		
Red Oaks Entrance Road (Commercial) 472-85189 (766328)	Group 2	\$85,517.00	\$91,547.48		
Red Oaks Entrance Road (Residential) 472-85190 (766330)	Group 3	\$85,517.00	\$87,793.37		
(north of 13th Street North, east of Webb)	BID BOND		X		
	ADDENDA	0			
BID TOTAL		\$509,813.00	562,938.35	0.00	0.00
		Engineer's Construction Estimate			
Red Oaks, Red Oaks Court, Summerfield, Crestwood 472-85188 (766329)	Group 1	\$338,779.00			
Red Oaks Entrance Road (Commercial) 472-85189 (766328)	Group 2	\$85,517.00			
Red Oaks Entrance Road (Residential) 472-85190 (766330)	Group 3	\$85,517.00			
(north of 13th Street North, east of Webb)	BID BOND				
	ADDENDA	0			
BID TOTAL		\$509,813.00			
		Engineer's Construction Estimate			
Red Oaks, Red Oaks Court, Summerfield, Crestwood 472-85188 (766329)	Group 1	\$338,779.00			
Red Oaks Entrance Road (Commercial) 472-85189 (766328)	Group 2	\$85,517.00			
Red Oaks Entrance Road (Residential) 472-85190 (766330)	Group 3	\$85,517.00			
(north of 13th Street North, east of Webb)	BID BOND				
	ADDENDA	0			
BID TOTAL		\$509,813.00			

CHECKED BY: KD
 REVIEWED BY: PBL

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 28, 2015**

- a. Planeview Area Sanitary Sewer Improvements / 2015 Phase 2 (north of 31st Street South, east of Hillside) (468-84838/624101/652019) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$956,000.00
- b. 2015 Outsourced Pavement Preservation Program CIP Thermal Crack Repairs Phase 2 (Various Locations) (472-85207/707084/211547) Traffic to be maintained during construction using flagpersons and barricades. (District I,III,IV,VI) - \$884,301.83

City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council

SUBJECT: Paving Improvements in Tyler’s Landing Fourth Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: On August 26, 2014, the City Council approved a petition for paving improvements to serve Tyler’s Landing Fourth Addition. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01. The project was bid for construction on March 27, 2015, with all bids exceeding the Engineer’s Estimate.

Analysis: The project will provide paving improvements required for a new residential development located east of Tyler, south of 37th Street North.

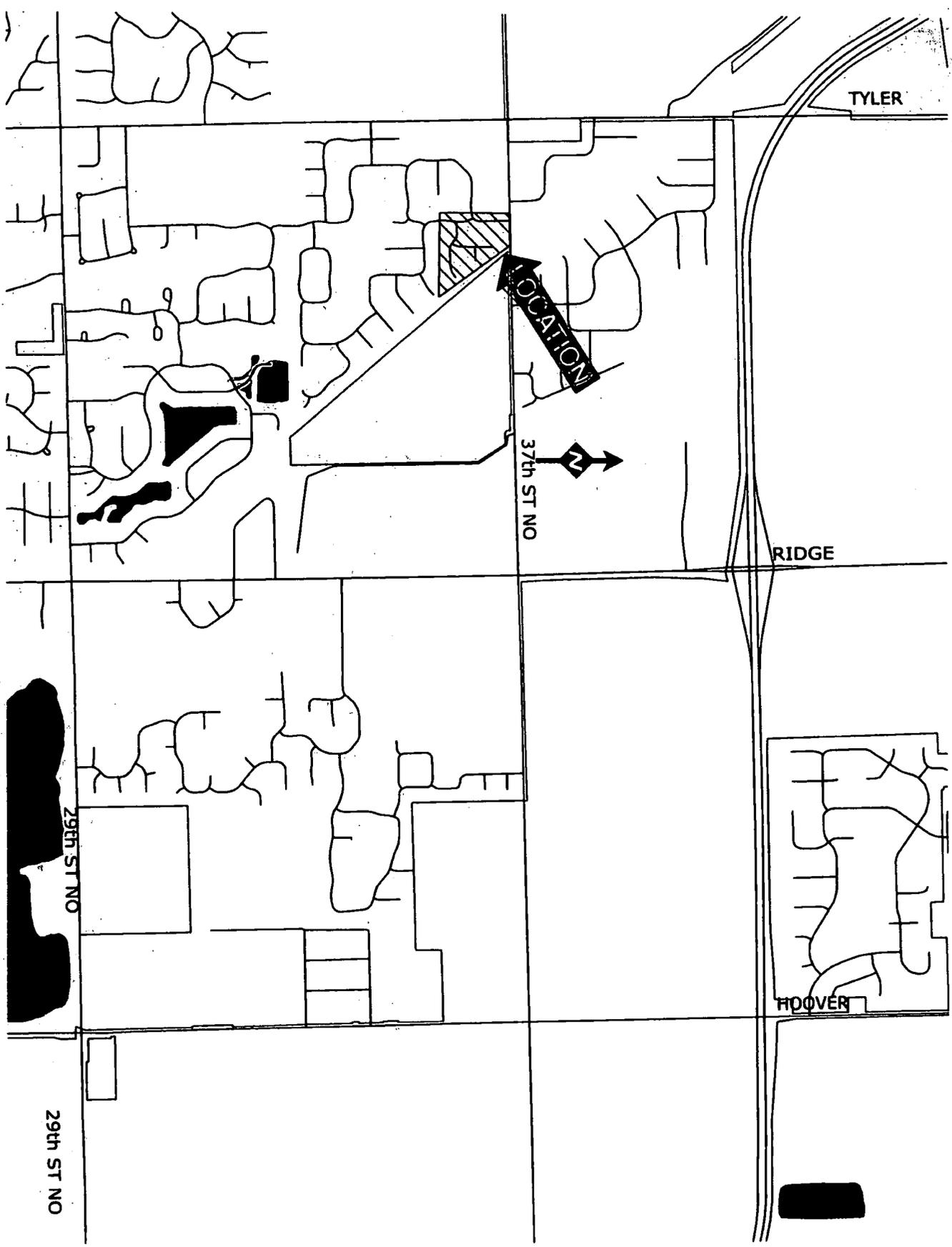
The lowest bid received for the project exceeded the Engineer’s Estimate by more than \$51,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is \$252,000 and the revised petition total is \$325,000. The funding source is special assessments.

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

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

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



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100 _____

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-84755

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: April 28, 2015

REQUEST DATE: _____

PROJECT #: 490343

PROJECT TITLE: Kackley Cir/Ct Tyler's Landing 4th Addition Ph 1

PROJECT DETAIL #: 001

PROJECT DETAIL DESCRIPTION: Kackley Cir/Ct Tyler's Landing 4th Addition Ph 1

OCA #: 766322

OCA TITLE: Kackley Cir/Ct Tyler's Landing 4th Addition Ph 1

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$252,000.00	\$73,000.00	\$325,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$252,000.00	\$73,000.00	\$325,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$252,000.00	\$73,000.00	\$325,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$252,000.00	\$73,000.00	\$325,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

RECEIVED

MAR 31 '15

PETITION
(PHASE 1 PAVING IMPROVEMENTS – TYLER'S LANDING 4TH ADDITION)

CITY CLERK OFFICE

REVISED
PROJECT #472-84755

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Kackley Cir. from the east line of Pepper Ridge, east to and including the cul-de-sac; and on Kackley Ct., from the north line of Kackley Cir. north to the north line of Lot 1, Block A.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$325,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

TYLER'S LANDING 4TH ADDITION

Lots 1 through 30, Block A

(d) The proposed method of assessment is: on a fractional basis as described below.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, and Lots 17 through 30, Block A, TYLER'S LANDING 4TH ADDITION shall each pay 84/1500 of the total cost of the improvements, and Lots 2 through 16, Block A, TYLER'S LANDING 4TH ADDITION shall each pay 16/1500 of the total cost of the improvements.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

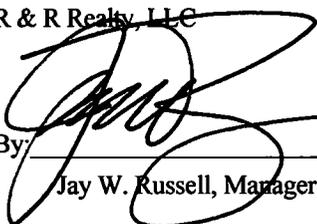
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
R & R Realty, LLC  By: _____ Jay W. Russell, Manager	3/31/15	Tyler's Landing 4 th Addition Lots 1 through 30, Block A
Ritchie Associates, Inc., Manager By:  _____ Kevin M. Mullen, President	3/30/15	

THIS PETITION was filed in my office on _____.

Deputy City Clerk

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

Donald R. Howard

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211

Address

262-7271

Telephone No.

Sworn to and subscribed before me this 31 day of March
2015.



Jane Edwards
Deputy City Clerk

RESOLUTION NO. 15-104

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS PAVING IMPROVEMENTS – TYLER’S LANDING 4TH ADDITION (EAST OF TYLER, SOUTH OF 37TH ST. NORTH) (472-84755).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-243** and **Resolution No. 08-455** of the City (the “Prior Resolutions”) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolutions has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolutions; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by resident owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Repealer. The Prior Resolution are hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on Kackley Circle from the east line of Pepper Ridge, east to and including the cul-de-sac; and on Kackley Court, from the north line of Kackley Circle north to the north line of Lot 1, Block A.

(b) The estimated or probable cost of the Improvements is **Three Hundred Twenty-Five Thousand Dollars (\$325,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

TYLER'S LANDING 4TH ADDITION
Lots 1 through 30, Block A

(d) The method of assessment is: on a fractional basis as described below.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, and Lots 17 through 30, Block A, TYLER'S LANDING 4TH ADDITION shall each pay 84/1500 of the total cost of the improvements, and Lots 2 through 16, Block A, TYLER'S LANDING 4TH ADDITION shall each pay 16/1500 of the total cost of the improvements.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessment levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, pursuant to Treasury Regulation 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 28, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe
Interim Director of Law and City Attorney

EXHIBIT A

TYLER'S LANDING 4TH ADDITION
Lots 1 through 30, Block A

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 27, 2015

RQ540322

FB540050		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Kackley Circle			\$299,896.00		\$282,857.93
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	3			
472-84755 (766322)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Kackley Circle				\$250,614.75	
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	3			
472-84755 (766322)					
		Engineer's Construction Estimate			
Kackley Circle					
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	3			
472-84755 (766322)					
		Engineer's Construction Estimate			
Kackley Circle					
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	3			
472-84755 (766322)					

Award 04-28-15 subject to City Council Approval of new Engineer's Estimate and Budget Authorization

CHECKED BY: 

REVIEWED BY: 

City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council

SUBJECT: Storm Water Drain Improvements in The Steppes at Ark Valley Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: On September 23, 2014, the City Council approved a petition for storm water drain improvements to serve The Steppes at Ark Valley Addition. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01. The project was bid for construction on March 27, 2015, with all bids exceeding the Engineer's Estimate.

Analysis: The project will provide storm water drain improvements required for a new residential development located on the northeast corner of 127th Street East and Harry.

The lowest bid received for the project exceeded the Engineer's Estimate by less than \$21,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is \$185,000 and the revised petition total is \$218,000. The funding source is special assessments.

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

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

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

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 480 Sewer Improvements N.I.

SUBFUND: 485 Storm Drainage N.I.

ENGINEERING REFERENCE #: 468-84980

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: April 28, 2015

REQUEST DATE: _____

PROJECT #: 485420

PROJECT TITLE: SWD395 for the Steppes at Ark Valley Addition

PROJECT DETAIL #: 001

PROJECT DETAIL DESCRIPTION: SWD395 for the Steppes at Ark Valley Addition

OCA #: 751529

OCA TITLE: SWD395 for the Steppes at Ark Valley Addition

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$185,000.00	\$33,000.00	\$218,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$185,000.00	\$33,000.00	\$218,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$185,000.00	\$33,000.00	\$218,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$185,000.00	\$33,000.00	\$218,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

RECEIVED

APR -1 '15

CITY CLERK OFFICE

PETITION
STORM WATER DRAIN - THE STEPPES AT ARK VALLEY

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a storm water sewer system including grading and drainage as necessary to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$218,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

THE STEPPES AT ARK VALLEY

Lots 1 - 9 & 11 - 21, Block 1
Lots 1-11, Block 2

(d) The proposed method of assessment is: **equally per lot (31 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	3/30/15	Lots 1-9 & 11-21, Block 1 Lots 1-11 Block 2

THIS PETITION was filed in my office on April 1, 2015




Deputy City Clerk

(Published in the *Wichita Eagle*, on May 1, 2015)

RESOLUTION NO. 15-105

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS STORM WATER DRAIN NO. 395 – THE STEPPES AT ARK VALLEY (NORTH OF HARRY, EAST OF 127TH) (468-84980).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-287** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by a majority of the resident owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a storm water sewer system including grading and drainage as necessary to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Eighteen Thousand Dollars \$218,000**, exclusive of interest on financing and administrative and financing costs; said estimated

amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

THE STEPPES AT ARK VALLEY

Lots 1 through 9, Block 1
Lots 11 through 21, Block 1
Lots 1 through 11, Block 2

(d) The method of assessment is: **equally per lot (31 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, pursuant to Treasury Regulation 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 28, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe
Interim Director of Law and City Attorney

EXHIBIT A

THE STEPPES AT ARK VALLEY

Lots 1 through 9, Block 1
Lots 11 through 21, Block 1
Lots 1 through 11, Block 2

STORM SEWER BID TABULATION SUMMARY

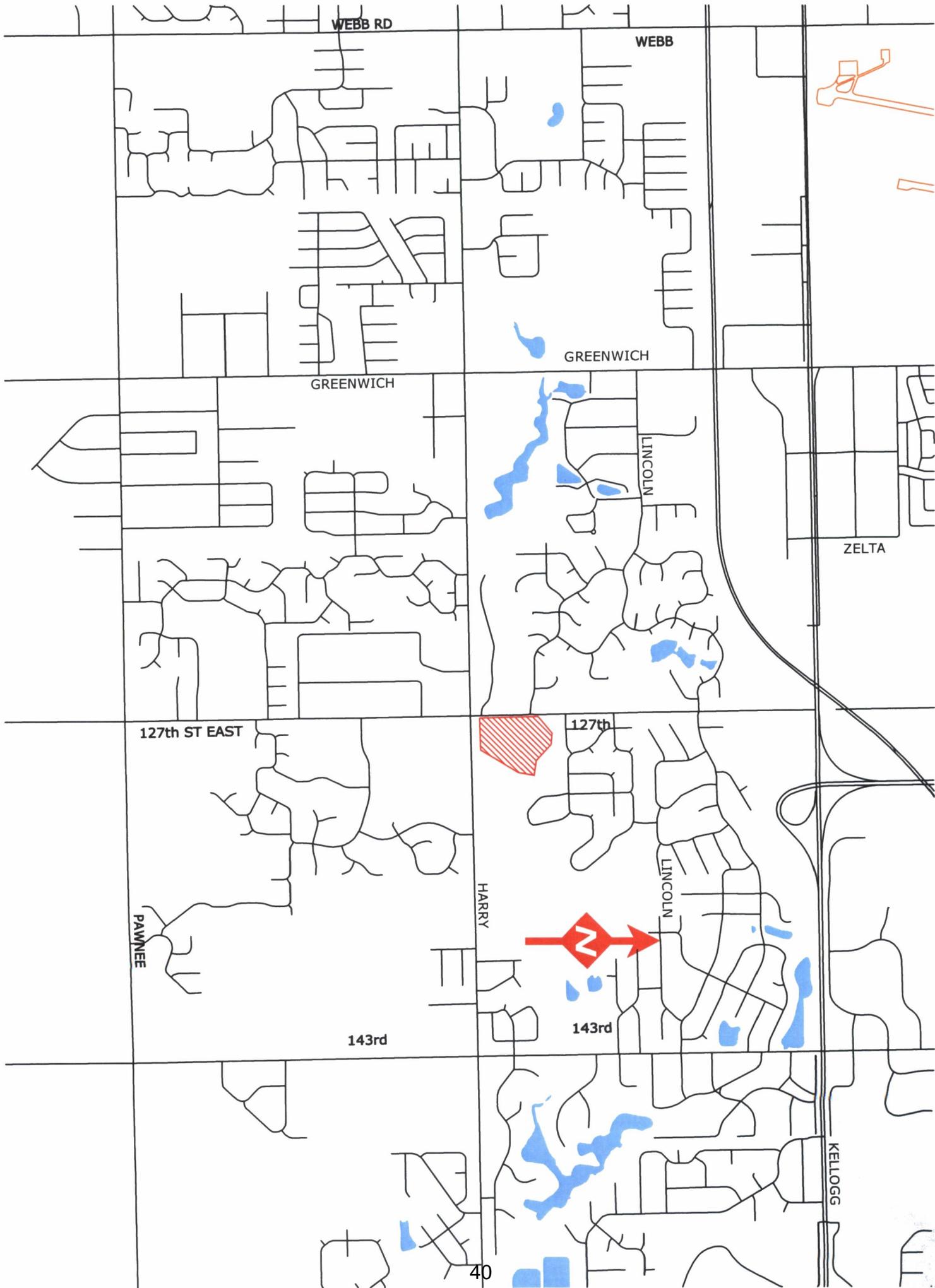
BOARD OF BIDS - March 27, 2015

RQ540323

FB540051		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Stormwater Drain #395			\$221,321.45	\$168,845.25	\$163,203.20
The Steppes at Ark Valley	BID BOND				
468-84980	ADDENDA	1			
(751529)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Stormwater Drain #395			\$178,089.00	\$194,604.30	
The Steppes at Ark Valley	BID BOND				
468-84980	ADDENDA	1			
(751529)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Stormwater Drain #395					
The Steppes at Ark Valley	BID BOND				
468-84980	ADDENDA	1			
(751529)					
		Engineer's Construction Estimate			
Stormwater Drain #395					
The Steppes at Ark Valley	BID BOND				
468-84980	ADDENDA	1			
(751529)					

Award 04-28-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization

CHECKED BY: *mj*
 REVIEWED BY: *[Signature]*



WEBB RD

WEBB

GREENWICH

GREENWICH

LINCOLN

ZELTA

127th ST EAST

127th

LINCOLN

PAWNEE

HARRY

143rd

143rd

KELLOGG

40

City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council

SUBJECT: Paving Improvements for Georgia Avenue (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: On September 10, 2013, the City Council approved a petition for paving and drainage improvements to serve Georgia Avenue, west of Hydraulic. The petition was signed by resident owners representing 47.7% of the improvement district area and 58.5% of the resident owners. The project was bid for construction on March 6, 2015, with all bids exceeding the Engineer's Estimate.

Analysis: The project will provide paving and drainage improvements for a currently unpaved street located west of Hydraulic in the Louis Fourth and Fifth Additions.

The lowest bid received for the project exceeded the Engineer's Estimate by less than \$13,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements. The increased cost is due to higher than expected costs for intersection paving, reconstruction of the storm sewer as required to facilitate the drainage improvements at the two intersections, and improvements dictated by storm water quality regulations. These additional necessities will require a larger contribution from the City.

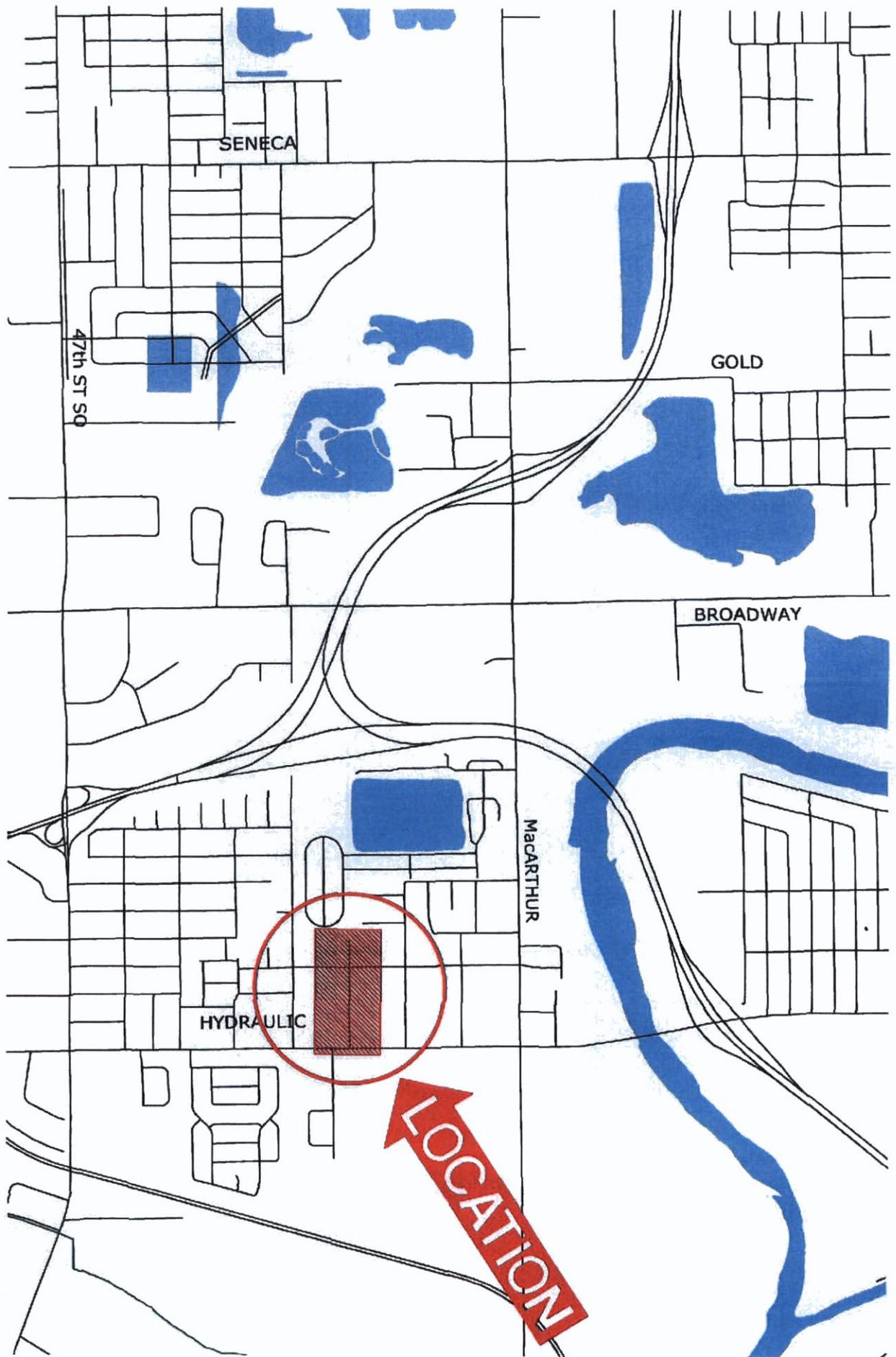
Financial Considerations: The existing petition total is \$380,000 and allows a 10% increase over that estimate without requiring a new petition. The cost of the improvements is shared between the City (6.34%, an estimated \$24,092) and special assessments to the improvement district (93.66%, an estimated \$355,908). Staff recommends initiating the 10% increase as allowed by the petition, which will bring the petition total to \$418,000. Staff also recommends increasing the City's contribution an additional \$40,000 beyond what is provided by the petition, for a total revised budget of \$458,000. General obligation at-large funding for the City's share is available in the 2011-2020 Adopted Capital Improvement Program under Neighborhood Improvements. The additional \$40,000 is needed to cover improvements located within the City-funded intersections, as well as the engineering and inspection costs for the same, which were not previously included.

	Special Assessment		General Obligation		Total
Existing petition and budget	93.66%	\$355,908	6.34%	\$24,092	\$380,000
10% increase	93.66%	\$35,591	6.34%	\$2,409	\$38,000
Petition subtotal	93.66%	\$391,499	6.34%	\$26,501	\$418,000
Additional City increase				\$40,000	\$40,000
Total Revised Budget		\$391,499		\$66,501	\$458,000

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

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

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



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 47.7%

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

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-85107

COUNCIL DISTRICT: 03 Council District 3 DATE COUNCIL APPROVED: May 5, 2015 REQUEST DATE: _____

PROJECT #: 490317 PROJECT TITLE: Georgia Avenue

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Georgia Avenue

OCA #: 766299 OCA TITLE: Georgia Avenue

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

PROJECT MANAGER: Rebecca Greif PHONE #: 268-4505

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$355,908.00	\$35,591.00	\$391,499.00
9720 G.O. Bonds	\$24,092.00	\$42,409.00	\$66,501.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$380,000.00	\$78,000.00	\$458,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$380,000.00	\$78,000.00	\$458,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$380,000.00	\$78,000.00	\$458,000.00

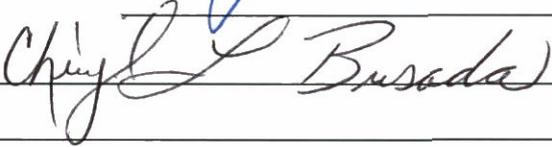
NOTES:
Adding 10% crawl (none previously used) and increasing City share.

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: _____

BUDGET OFFICER: 

CITY MANAGER: _____

DATE: 03/27/15

DATE: _____

DATE: 4/17/15

DATE: _____

PAVING BID TABULATION SUMMARY

RQ540245

FB540032		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Georgia Avenue Paving			\$490,983.00		\$378,832.30
(south of MacArthur, west of Hydraulic)	BID BOND				
	ADDENDA	1			
472-85107 (766299/636313)					
<hr/>					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Georgia Avenue Paving				\$395,147.70	
(south of MacArthur, west of Hydraulic)	BID BOND				
	ADDENDA	1			
472-85107 (766299/636313)					
<hr/>					
		Engineer's Construction Estimate			
Georgia Avenue Paving					
(south of MacArthur, west of Hydraulic)	BID BOND				
	ADDENDA	1			
472-85107 (766299/636313)					
<hr/>					
		Engineer's Construction Estimate			
Georgia Avenue Paving					
(south of MacArthur, west of Hydraulic)	BID BOND				
	ADDENDA	1			
472-85107 (766299/636313)					

Award 4-28-15 subject to City Council approval of new Engineer's Estimate and Budget uthorization.

CHECKED BY: _____

REVIEWED BY: _____

766299

First Published in the Wichita Eagle on May 1, 2015

RESOLUTION NO. 15-116

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **GEORGIA AVENUE FROM THE WEST LINE OF HYDRAULIC AVENUE TO AND INCLUDING A CUL-DE-SAC WEST OF LOT 6, BLOCK 2 OF LOUIS 4TH ADDITION (WEST OF HYDRAULIC, SOUTH OF MACARTHUR) 472-85107** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **GEORGIA AVENUE FROM THE WEST LINE OF HYDRAULIC AVENUE TO AND INCLUDING A CUL-DE-SAC WEST OF LOT 6, BLOCK 2 OF LOUIS 4TH ADDITION (WEST OF HYDRAULIC, SOUTH OF MACARTHUR) 472-85107** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 13-163** adopted on **September 10, 2013** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on **Georgia Avenue from the west line of Hydraulic Avenue to and including a cul-de-sac west of Lot 6, Block 2 of Louis 4th Addition (west of Hydraulic, south of MacArthur) 472-85107.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer (collectively, the “Improvements”).

SECTION 3. That the cost of the Improvements provided for in Section 2 hereof is estimated to be **Four Hundred Eighteen Thousand Dollars (\$418,000)** exclusive of the cost of interest on borrowed money, with **93.66** percent payable by the improvement district and **6.34** percent payable by

the City-at-Large, which reflects estimated costs of improvements to the intersection of Hydraulic and Ellis. In the event that the costs of said intersection improvements exceed the estimate, such excess, not to exceed \$40,000, will be paid by the City-at-Large and not apportioned in the manner set forth above.

SECTION 4. That all costs of the Improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LOUIS 4TH ADDITION

Lots 14 through 26 Inclusive, Block 1
Lots 6 through 10 Inclusive, Block 2

LOUIS 5TH ADDITION

Lots 3 through 16 Inclusive

UNPLATTED TRACT

In Section 16, Township 28S, Range 1E
North 125 feet East 318 Feet North 1/2 South 1/2 SE1/4 NE1/4 (B-16-IP)

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

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

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for the Improvements and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 *et seq.* (the "Act").

SECTION 9. Be it further resolved that the Improvements are hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

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

PASSED by the governing body of the City of Wichita, Kansas this 28th day of
April, 2015.

JEFF LONGWELL, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council

SUBJECT: Street Closure at Lincoln Street from McLean to Waco (Districts III and IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the temporary street closure.

Background: The Lincoln Street Bridge and Dam reconstruction project was approved by the City Council on April 20, 2010. The project was completed in early 2015.

Analysis: The temporary closure of Lincoln Street is being requested to allow a dedication ceremony recognizing completion of the Lincoln Street Bridge and Dam project on Friday, May 1, 2015, from 9:00 a.m. to 5:00 p.m. The Department of Public Works & Utilities is responsible for placement of the required detour and construction signs, barricades, and notification of area businesses and residents. The closure will affect Lincoln Street from the east line of McLean to the west line of Waco, and traffic will be detoured as follows:

Eastbound traffic on Lincoln will be detoured south on McLean to Harry, then east on Harry to Market, then north on Market back to Lincoln.

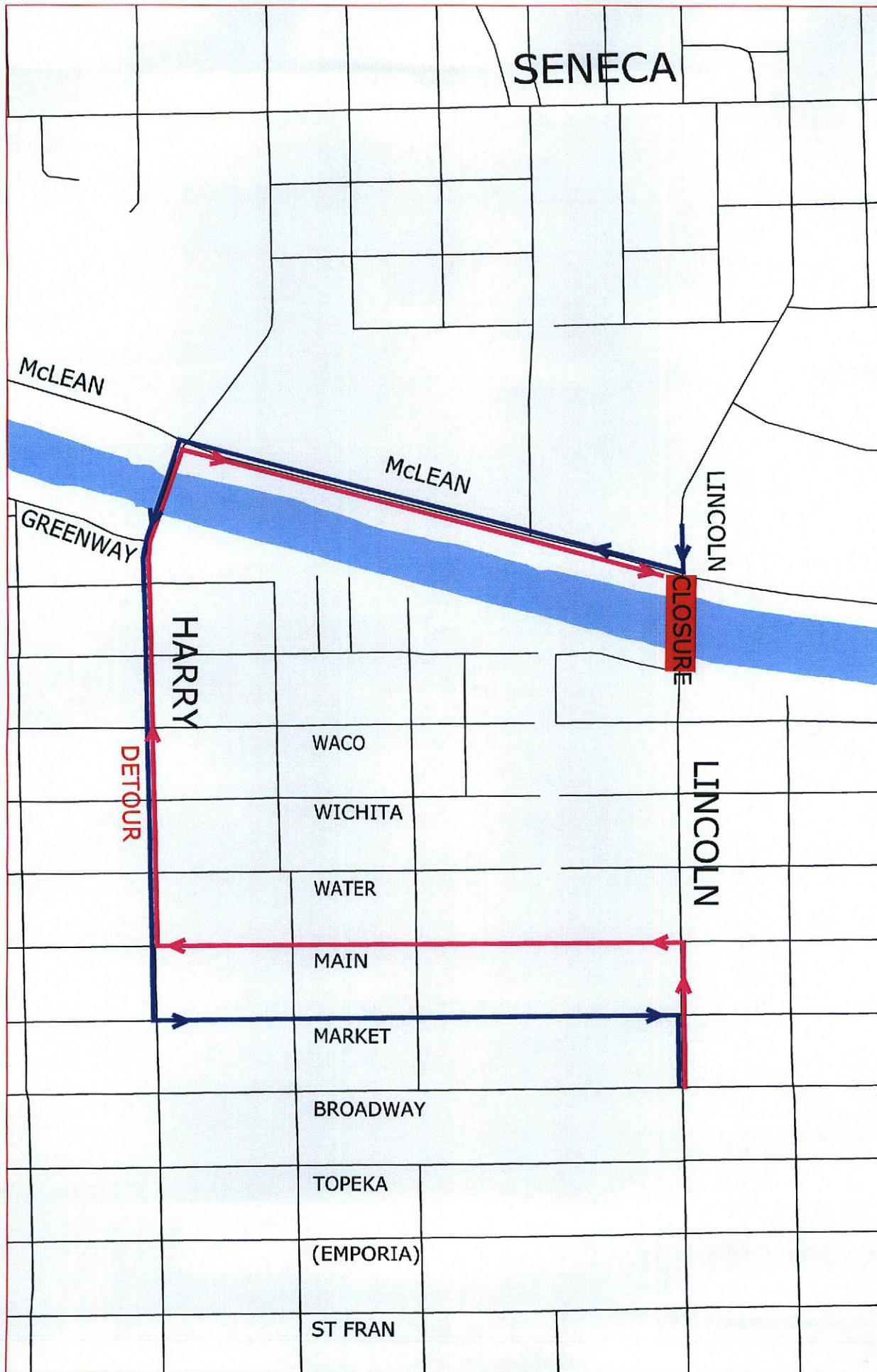
Westbound traffic on Lincoln will be detoured south on Main Street to Harry, then west on Harry to McLean, then north on McLean back to Lincoln.

Financial Considerations: There is no cost to the City associated with this street closure.

Legal Considerations: The City Council may temporarily close the designated streets for expressive conduct and public safety, as these streets are not part of the federal or state highway system. A motion is the appropriate format for such action.

Recommendation/Actions: It is recommended that the City Council approve the temporary street closure.

Attachment: Map.



City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 for Improvements to Amidon, 21st to 29th Streets North (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On August 24, 2010, the City Council approved a design agreement with Ruggles & Bohm, in the amount of \$429,920, for improvements to Amidon between 21st and 29th Streets North. The City Council approved Supplemental Agreement No. 1 on February 26, 2013, in the amount of \$8,000, to provide additional design regarding the relocation and replacement of leaded and asbestos covered sanitary sewer and water pipes. The total design fee to date is \$437,920.

Analysis: Additional services are requested of Ruggles & Bohm for surveying and coordination with the Kansas State Historical Society regarding the preservation of section corner monuments within the project area. The State of Kansas requires the expertise of a licensed surveyor for the monument preservation. The City does not have a licensed surveyor on staff, so a supplemental agreement is required to obtain the services and meet State requirements. This provision was not included in the original design agreement because the requirement was put into place after the original agreement was approved.

Financial Consideration: The cost of the supplemental agreement is \$2,900, which brings the total design fee to \$440,820. Funding is available in the existing budget, which was approved by the City Council on January 6, 2015, and is funded by general obligation at-large bonds.

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

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

Attachment: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2010
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
RUGGLES & BOHM, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated August 24, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to Amidon, 21st to 29th Street North (Project No.472-84914).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Surveying and monument preservation.

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$2,900.

C. COMPLETION

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

- (a) Field check plans of the project for distribution to utilities by June 15, 2015 JK
- (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by Sept 1, 2016 JK

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

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

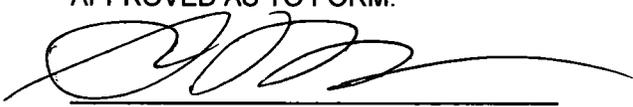
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

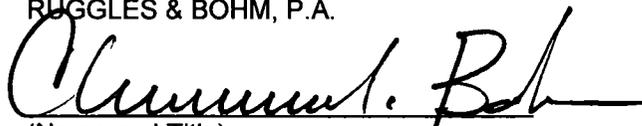
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Sharon Dickgrafe, Interim City Attorney
and Director of Law

RUGGLES & BOHM, P.A.


(Name and Title)
Christopher M. Bohm, Pres.

ATTEST:



City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council
SUBJECT: Wichita Art Museum Irrigation Replacement (District VI)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the contract.

Background: On January 6, 2015, the City Council approved the General Repairs to City Facilities project with a budget of \$3,095,000 in General Obligation (GO) at-large bond funding. This funding was for a number of identified projects, including an irrigation system at the Wichita Art Museum. The new system will replace the current aging landscape irrigation system at the Wichita Art Museum with a new system that will increase water efficiencies.

Analysis: On March 6, 2015, the City received proposals from two vendors, Tree Top Nursery and Landscape, Inc. and Lawn Sprinkler Services that met the proposal conditions. The Staff Screening and Selection Committee met on March 12, 2015 to interview both vendors and subsequently selected Tree Top Nursery and Landscape, Inc. based on design, previous demonstrated capabilities and lowest cost.

Financial Considerations: This project is budgeted within the General Repairs to City Facilities project approved by the City Council on January 6, 2015. The approved project allocated an estimated \$150,000 for these irrigation improvements. The cost for this contract is \$108,431. The funding source is general obligation bonds.

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

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

Attachment: Contract.

C O N T R A C T

THIS AGREEMENT made and entered into this 7th day of April, 2015, by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as "**CITY**", and **TREE TOP NURSERY & LANDSCAPE, INC.** (Performance Vendor Code Number – 807315-001) whose principal office is at 5910 E. 37th Street North, Wichita, Kansas, 67220, telephone number (316) 686-7491, hereinafter known as the "**CONTRACTOR**".

WITNESSETH, That for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that Tree Top Nursery & Landscape, Inc. will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for **Design Build Irrigation System at the Wichita Art Museum**, Formal Proposal – FP540011 for the Park & Recreation Department, Maintenance & Forestry Division in the City of Wichita, Sedgwick County, Kansas. The proposal package, plans, specifications and addenda provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP540011, dated March 6, 2015 and the contractor's proposal, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on April 7, 2015, which plans, specifications, addenda and proposals are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extend as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **May 22, 2015**, for completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said improvement **Tree Top Nursery & Landscape, Inc.** will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the highest degree of safety to the public, and that **Tree Top Nursery & Landscape, Inc.** will hold the City of

Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

CONTRACTOR further agrees to maintain said improvement for a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** without any expense to the **CITY** whatsoever. **CONTRACTOR** is to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

CONTRACTOR shall furnish the **CITY** a good and sufficient bond guaranteeing the completion of said improvement and every part thereof according to the specifications and the bid of said **CONTRACTOR** and the terms of this contract; conditioned further, for the maintenance of said improvements as herein before provided.

CONTRACTOR shall furnish a bond to the State of Kansas in the total amount of this contract; conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

Indemnification and Insurance.

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract. **Contractor** expressly warrants that it will procure and maintain commercial general liability insurance from an insurer reasonably acceptable to the **City**, including coverage sufficient to meet the reasonably anticipated risks covered by this indemnification provision.

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

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

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers' Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
----------------------	--

CITY shall pay **CONTRACTOR** the following amount for the contract work:

Furnish all labor, material and equipment for the Design Build Irrigation System at the Wichita Art Museum, 1400 W. Museum Boulevard, Wichita, KS, as per specifications and addenda for Formal Proposal – FP540011.

TOTAL MAXIMUM CONTRACT AMOUNT: **\$108,431.00**

The **CONTRACTOR** shall be entitled to payment of 95 percent of its progress estimates every thirty (30) days during the prosecution of said improvement; 5 percent of the total amount being at all times retained until final completion, at which time **CONTRACTOR** shall be entitled to final payment.

If the **CONTRACTOR** fails to complete all requirements identified within these specifications by **May 22, 2015**, it is understood and the **CONTRACTOR** hereby agrees that the amount of two hundred dollars (\$200.00) per calendar day to a maximum of the contract price may be deducted from the moneys due the **CONTRACTOR** for each intervening calendar day any work remains incomplete, not as a penalty but as liquidated damages. **CONTRACTOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **CONTRACTOR** (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **CONTRACTOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the **CONTRACTOR** must re-negotiate delivery schedules.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it

may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

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

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

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

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

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

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

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

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita

impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:

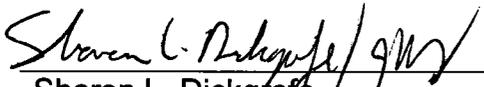
THE CITY OF WICHITA

Janis Edwards
Deputy City Clerk

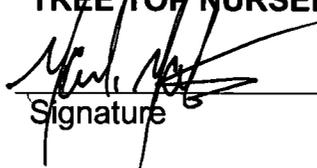
Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

TREE TOP NURSERY & LANDSCAPE, INC.



Sharon L. Dickgrafe
Interim Director of Law and City
Attorney



Signature



Print Signature Name

CITY OF WICHITA, KANSAS



Title (President or Corporate Officer)

Jeff Longwell, Mayor

City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council

SUBJECT: Capital Improvement Project Design Contracts-Wichita State University
Innovation Campus (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the concept design agreements and adopt the resolutions.

Background: On February 20, 2015, the Staff Screening and Selection Committee interviewed four of the five consulting firms that responded to the City's request for proposals for four street and intersection design projects. Selections were made for all four projects as listed below, along with the concept design fees.

- 17th and Oliver Intersection: Professional Engineering Consultants (PEC) (\$58,880)
 - Selection was based on PEC's knowledge of the area, including potential utility conflicts regarding Westar transmission line relocation plans.
- 17th Street Waterline: Professional Engineering Consultants (PEC) (\$7,000)
 - Selection was based on PEC's knowledge of an existing waterline that serves east Wichita and the specifics taps and locations required to tie into this project.
- 17th Street Paving Rehabilitation: MKEC (\$20,000)
 - Selection was based on MKEC's extensive knowledge of the project area through work on the Innovation Campus Master Plan. Additionally, MKEC is currently working on the 17th Street sewer replacement project.
- 21st and Oliver Intersection: MKEC (\$35,000)
 - Selection was based on MKEC's knowledge of traffic flow patterns generated in the area based on MKEC's work with the Innovation Campus Master Plan.

Analysis: All of the paving projects will provide added capacity and safety, including signalization where warranted, pedestrian and bicycle access, and drainage improvements. Additionally, all pavement will be replaced or rehabilitated on the projects, most of which is in deteriorating condition.

The waterline project will provide necessary water supply for the Innovation Campus improvements.

The proposed initial agreements between the City and the consultants provide for the development of design concepts. Timing of the Innovation Campus expansion requires that design begin as soon as possible. The projects will be returned to the City Council at a later date for approval of design concepts, supplemental agreements for full design services, and construction funding.

Financial Considerations: The estimated fees for the above projects total \$141,000, with \$120,580 for the concept design fees and \$20,420 for City staff administration and oversight costs. The Proposed 2015-2024 Capital Improvement Program (CIP) has \$10 million in general obligation (GO) at-large bond funding and \$1,750,000 in Water Utility funding (WU) for these projects in 2015. The \$141,000 requested at this time will be spread among the four project budgets as detailed below. The \$9,000

waterline project is funded by the approved Capital Improvement Program W-67, for Distribution Mains Replacement.

Project	Funding Source	Budget
17 th and Oliver Intersection	General Obligation	\$65,000
17 th Street Waterline	Water Utility Fund	\$9,000
17 th Street Paving Rehabilitation	General Obligation	\$25,000
21 st and Oliver Intersection	General Obligation	\$42,000
Total Budget		\$141,000

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

Recommendation/Actions: It is recommended that the City Council approve the design concept agreements, adopt the resolutions, and authorize the necessary signatures.

Attachments: Maps, resolutions, budget sheets, and agreements.

RESOLUTION NO. 15-106

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

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

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

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

Design, utility relocation, right-of-way acquisition, construction, and oversight of improvements to the intersection of 17th Street North and Oliver (472-85214)

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

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$65,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on April 28, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

RESOLUTION NO. 15-107

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

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

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

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

Design, utility relocation, right-of-way acquisition, construction, and oversight of improvements to 17th Street North between Oliver and Hillside (472-85215)

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

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$25,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on April 28, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

RESOLUTION NO. 15-108

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

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

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

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

Design, utility relocation, right-of-way acquisition, construction, and oversight of improvements to the intersection of 21st Street North and Oliver (472-85213)

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

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$42,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on April 28, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

17TH STREET & OLIVER INTERSECTION

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

17th STREET & OLIVER INTERSECTION serving WSU Innovation Campus (Project No. 472-85214).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements to 17th Street & Oliver Intersection and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (Exhibit "A").

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Exhibit "A".
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this agreement.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit "A".
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472-85214 \$58,880 (Concept and Surveying)

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

SEAL:

Jeff Longwell, Mayor

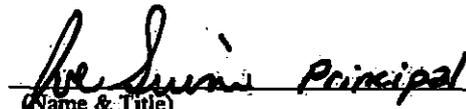
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:


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

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.


(Name & Title)

ATTEST:

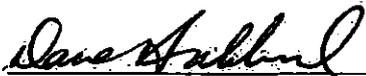


EXHIBIT "A"

SCOPE OF SERVICES

CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage, sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

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

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and

completeness of the background information provided by the ENGINEER used in the evaluation process.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the CITY.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.
11. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Field Check Plans and an estimate for the project due by June 1, 2015.
Office Check Plans and an estimate for the project due by October 15, 2015.
Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by December 1, 2015.

psd

B. PHASE II - PLAN DEVELOPMENT

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

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise. (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
 - (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
 - (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic"). ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (Attachment No. 4 to Exhibit "A") maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified). When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
 - (c) Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
 - (d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners

for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.

(e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.

(f) ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.

(g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic"). ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (Attachment No. 4 to Exhibit "A" also available on the City's FTP site) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified). When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.

4. **Final Plans.** When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
 - (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
 - (b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit "A".
 - (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
 - (d) ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. The list of encroachments should reflect conditions at the time of final plan submittal.
 - (e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
 - (f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.
 - (g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
 - (h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See Attachment No. 2 to Exhibit "A" for required coordinate information.
 - (i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the agreement for design services.
 - (j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.
5. **Staking and Inspection** If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
6. **Post Letting.**
 - (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
 - (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
 - (c) **New Right-of-Way Monumentation.** The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.
 - (d) **Section Corner Monuments.** The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset

the final monument.

(c) **S. I. & A. for Bridges.** Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Plan Submittal

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

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

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

Storm Water Pollution Prevention

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

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

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

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

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

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

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

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

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

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

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

III. STORM SEWER

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

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

IV. PAVING

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

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

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

Sub-Division Projects

I. SANITARY SEWER

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

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

II. WATER DISTRIBUTION SYSTEM

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

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

III. WATER SUPPLY LINE

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

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

IV. STORM SEWER

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

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

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

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

VI. PAVING

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

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

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

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs

- **Curve Tables – should include bends, tees, valves, FH's etc. for waterlines, ends-of-return, P.I.'s, etc. for paving**
- **Should be able to accurately scale off of plans**

Attachment No. 3 to Exhibit "A" - CIP Scope of Services

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: **Office Check:**

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

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Utility is located in Private Easement
- Private Easement Documentation Attached
- Utility will need to relocate and is interested in proposed ROW (If applicable)

Briefly Describe Type and Location of Facilities within Project:

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

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

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

Utility Plan Review:

Correct as Shown Corrections needed Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Utility Requests Paper Plans (choose one): Full Size Half Size Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer Consultant
Company
E-mail

Leslie Hicks
City of Wichita
lhicks@wichita.gov

Attachment No. 4 to Exhibit "A" – CIP Scope of Services

Individual Project Name (i.e. Ardion 21st to 29th Street North)											
Current Date	Approved by	City Council	Water	Sanitary	Storm	State of Use	Special Use	Use	Site Location	Project Number	Project Start Date
3/21/2013	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Utility	Location	Priority	Relocation	Relocation	Relocation	Relocation	Relocation	Relocation	Relocation	Relocation	Relocation
Water	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Water (Distribution)											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											
Water (Transmission)											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											

MGS	Location in Project: (Describe Existing Facilities)	Relocation Needs	Comments	REPAIRS	1. Add new equipment 2. Upgrade existing equipment (Describe Existing Facilities)	Relocation Needs	Comments	MAY	Location in Project: (Describe Existing Facilities)	Relocation Needs	Comments
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<p>Current</p>	<p>Location in Project (Describe Existing Facilities)</p>	<p>Relocation Reason</p>	<p>Comments</p>
<p>Water</p>	<p>Location in Project (Describe Existing Facilities)</p>	<p>Relocation Reason</p>	<p>Comments</p>
<p>Sanitary</p>	<p>Location in Project (Describe Existing Facilities)</p>	<p>Relocation Reason</p>	<p>Comments</p>

<p>Summary:</p> <p>Location in Project: (Describe Existing Facilities)</p> <p>Relocation Needs:</p> <p>Comments:</p> <p>Other:</p> <p>Location in Project: (Describe Existing Facilities)</p> <p>Relocation Needs:</p> <p>Comments:</p>

EXHIBIT "B"

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

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 Non-Discrimination--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 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.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING, INC.

for

17TH STREET PAVING REHABILITATION

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

17TH STREET PAVING REHABILITATION serving WSU Innovation Campus (Project No. 472-85215).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in 17th Street Paving Rehabilitation and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this agreement.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472-85125 \$20,000 (Concept and Surveying)

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

Robert Layton, City Manager

SEAL:

ATTEST:

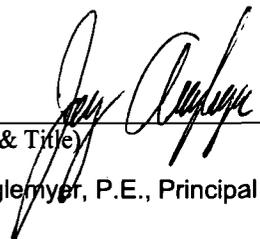
Karen Sublett, City Clerk

APPROVED AS TO FORM:



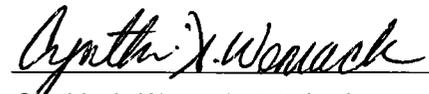
Sharon Dickgrafe, Interim City Attorney
and Director of Law

MKEC ENGINEERING, INC.



(Name & Title)
Jay Anglemyer, P.E., Principal

ATTEST:



Cynthia A. Womack, Admin. Asst.

EXHIBIT "A"

SCOPE OF SERVICES

CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage, sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

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

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and

completeness of the background information provided by the ENGINEER used in the evaluation process.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the CITY.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.
11. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Field Check Plans and an estimate for the project due by May 1, 2015.

Office Check Plans and an estimate for the project due by June 1, 2015.

Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by August 1, 2015.

B. PHASE II - PLAN DEVELOPMENT

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

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise. (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
 - (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
 - (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic")**. ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A"**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified)**. When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
 - (c) Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
 - (d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title**

work and sufficient research for determination of current right-of-way and easements.

(e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.

(f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.

(g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A" also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
 - (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
 - (b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**.
 - (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
 - (d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**
 - (e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
 - (f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.
 - (g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
 - (h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
 - (i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the agreement for design services.
 - (j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.
5. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
6. Post Letting.
 - (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
 - (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
 - (c) New Right-of-Way Monumentation. The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.
 - (d) Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset

the final monument.

(e) **S. I. & A. for Bridges.** Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Plan Submittal

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

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

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

Storm Water Pollution Prevention

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

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

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

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

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

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

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

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

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

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

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

III. STORM SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

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

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

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

Sub-Division Projects

I. SANITARY SEWER

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

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

II. WATER DISTRIBUTION SYSTEM

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

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

III. WATER SUPPLY LINE

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

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

IV. STORM SEWER

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

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

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

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

VI. PAVING

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

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

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

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs

- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

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

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: **Office Check:**

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

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Utility is located in Private Easement
- Private Easement Documentation Attached
- Utility will need to relocate and is interested in proposed ROW (IF applicable)

Briefly Describe Type and Location of Facilities within Project:

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

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

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

Utility Plan Review:

Correct as Shown Corrections needed Attachments provided for Consultant.

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Utility Requests Paper Plans (choose one): Full Size Half Size Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer-Consultant
Company
E-mail

Leslie Hicks
City of Wichita
lhicks@wichita.gov

Attachment No. 4 to Exhibit "A" – CIP Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)											
Current Date	Asset Proj. NO	City Design Manager	Consultant	Date of First ULDC	Date of Second ULDC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed BID Date	Proposed Utility Clear Date (Project)
2/21/2013	111111/ 222222	Kalman	Lee Lee/Duggan & Gohm	2/21/2013	2/21/2013			No			
				Utility needs to relocate	Utility in Private Easement	Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date	
				Utility Contact (Y/N)	(Y/N)						
Westar (Distribution)											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											
Westar (Transmission)											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											

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

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

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

EXHIBIT "B"

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

During the term of this agreement, 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 agreement, 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.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

17TH STREET WATER LINE EXTENSION

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

17th STREET WATER LINE EXTENSION serving WSU Innovation Campus (Project No. 448-90666).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements to 17th Street Water Line Extension and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this agreement.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit "A".
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 448-906666 \$7,000 (Concept and Surveying)

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

Robert Layton, City Manager

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



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

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



(Name & Title)
Principal

ATTEST:



EXHIBIT "A"

SCOPE OF SERVICES

CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage, sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

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

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and

completeness of the background information provided by the ENGINEER used in the evaluation process.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the CITY.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.
11. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Field Check Plans and an estimate for the project due by 4/15/15.

Office Check Plans and an estimate for the project due by 5/15/15.

Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by 5/25/15.

ps

B. PHASE II - PLAN DEVELOPMENT

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

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise. (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
 - (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
 - (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic")**. ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A"**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified)**. When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
 - (c) Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
 - (d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners

for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

(e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.

(f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.

(g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A" also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
 - (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
 - (b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit "A".
 - (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
 - (d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**
 - (e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
 - (f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.
 - (g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
 - (h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See Attachment No. 2 to Exhibit "A" for required coordinate information.
 - (i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the agreement for design services.
 - (j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.
5. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
6. Post Letting.
 - (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
 - (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
 - (c) New Right-of-Way Monumentation. The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.
 - (d) Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset

the final monument.

(e) **S. I. & A. for Bridges.** Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Plan Submittal

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

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

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

Storm Water Pollution Prevention

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

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

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

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

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

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

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

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

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

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

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

III. STORM SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

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

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

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

Sub-Division Projects

I. SANITARY SEWER

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

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

II. WATER DISTRIBUTION SYSTEM

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

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

III. WATER SUPPLY LINE

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

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

IV. STORM SEWER

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

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

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

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

VI. PAVING

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

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

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

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs

- **Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving**
- **Should be able to accurately scale off of plans**

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

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: Office Check:

UTILITY: _____ Checked by: _____ on _____

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Utility is located in Private Easement
- Private Easement Documentation Attached
- Utility will need to relocate and is interested in **proposed** ROW (IF applicable)

Briefly Describe Type and Location of Facilities within Project:

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

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

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

Utility Plan Review:

Correct as Shown Corrections needed Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Utility Requests Paper Plans (choose one): Full Size Half Size Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer Consultant
Company
E-mail

Leslie Hicks
City of Wichita
lhicks@wichita.gov

Attachment No. 4 to Exhibit "A" – CIP Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)											
Current Date	MDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)
2/21/2013	111111/ 222222	Kaliman	Ken Lee/ Ruggie & Bohm	2/21/2013	2/21/2013			No			
				Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)	Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											
Westar (Transmission)											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											

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

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

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

EXHIBIT "B"

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

During the term of this agreement, 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 agreement, 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.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING, INC..

for

21ST STREET & OLIVER INTERSECTION

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

21ST STREET & OLIVER INTERSECTION serving WSU Innovation Campus (Project No. 472-85213).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in 21st Street & Oliver Intersection and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this agreement.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472-85213 \$35,000 (Concept and Surveying)

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

Robert Layton, City Manager

SEAL:

ATTEST:

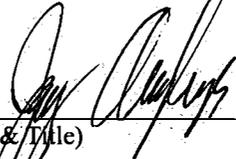
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Sharon Dickgrafe, Interim City Attorney
and Director of Law

MKEC ENGINEERING, INC.



(Name & Title)

Jay Anglemyer, P.E., Principal

ATTEST:



Cynthia A. Womack, Admin. Asst.

EXHIBIT "A"

SCOPE OF SERVICES

CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage, sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS / IS NOT A STATE/FEDERAL AID CONTRACT.

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

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and

completeness of the background information provided by the ENGINEER used in the evaluation process.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the CITY.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.
11. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Field Check Plans and an estimate for the project due by June 1, 2015.

Office Check Plans and an estimate for the project due by October 15, 2015.

Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by December 1, 2015.

B. PHASE II - PLAN DEVELOPMENT

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

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise. (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
 - (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
 - (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic")**. ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A"**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. ENGINEER shall **maintain involvement with utility companies until all conflicts have been resolved (not just identified)**. When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
 - (c) Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
 - (d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title**

work and sufficient research for determination of current right-of-way and easements.

- (e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.
- (f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.
- (g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:
- (a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.
- (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A" also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
- (c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."
- (d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
 - (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
 - (b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**.
 - (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
 - (d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**
 - (e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
 - (f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.
 - (g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
 - (h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
 - (i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the agreement for design services.
 - (j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.
5. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
6. Post Letting.
 - (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
 - (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
 - (c) New Right-of-Way Monumentation. The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.
 - (d) Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset

the final monument.

(e) **S. I. & A. for Bridges.** Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Plan Submittal

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

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

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

Storm Water Pollution Prevention

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

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

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

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

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans: Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

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

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

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

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

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

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

III. STORM SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

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

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

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

Sub-Division Projects

I. SANITARY SEWER

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

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

II. WATER DISTRIBUTION SYSTEM

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

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

III. WATER SUPPLY LINE

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

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

IV. STORM SEWER

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

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

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

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

VI. PAVING

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

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

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

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
ELEVATION SHALL BE TO TOP OF ROCK BASE.
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes; and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs

- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

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

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: Office Check:

UTILITY: _____ Checked by _____ on _____

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Utility is located in Private Easement
- Private Easement Documentation Attached
- Utility will need to relocate and is interested in proposed ROW (IF applicable)

Briefly Describe Type and Location of Facilities within Project:

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

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

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

Utility Plan Review:

Correct as Shown Corrections needed Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Utility Requests Paper Plans (choose one): Full Size Half Size Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer Consultant
Company
E-mail

Leslie Hicks
City of Wichita
lhicks@wichita.gov

Attachment No. 4 to Exhibit "A" – CIP Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	SDOT Proj. NO / City Proj. NO	City Design Manager	Consultant	Date of First ULOC	Date of Second ULOC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	111111 / 222222	Kallman	Ken Lee / Bagger & Boden	2/21/2013	2/21/2013			No				
			Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

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

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

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

EXHIBIT "B"

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

During the term of this agreement, 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 agreement, 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.

Project Request

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

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85215

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: 04/28/2015 REQUEST DATE: _____

PROJECT #: 211542 PROJECT TITLE: 17th Street Paving Rehabilitation WSU Innovation

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 17th Street Paving Rehabilitation WSU Innovation

OCA #: 707088 OCA TITLE: 17th Street Paving Rehabilitation WSU Innovation

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$25,000.00	2999 Contractuals	\$25,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

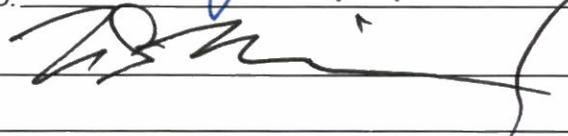
REVENUE TOTAL: \$25,000.00

EXPENSE TOTAL: \$25,000.00

NOTES:
 This project is also known as Hillside to Oliver.

SIGNATURES REQUIRED

Print Form

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

DATE: 04/01/15
 DATE: 4-14-15
 DATE: 12 Apr 2015
 DATE: _____

Project Request

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

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85214

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: 04/28/2015 REQUEST DATE: _____

PROJECT #: 211541 PROJECT TITLE: 17th & Oliver Intersection WSU Innovation

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 17th & Oliver Intersection WSU Innovation

OCA #: 707087 OCA TITLE: 17th & Oliver Intersection WSU Innovation

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$65,000.00	2999 Contractuals	\$65,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

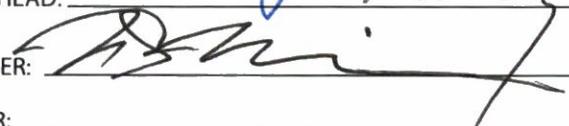
REVENUE TOTAL: \$65,000.00

EXPENSE TOTAL: \$65,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

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

DATE: 04/01/15
 DATE: 4-14-15
 DATE: 19, 2015
 DATE: _____

Project Request

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

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85215

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: 04/28/2015 REQUEST DATE: _____

PROJECT #: 211542 PROJECT TITLE: 17th Street Paving Rehabilitation WSU Innovation

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 17th Street Paving Rehabilitation WSU Innovation

OCA #: 707088 OCA TITLE: 17th Street Paving Rehabilitation WSU Innovation

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$25,000.00	2999 Contractuals	\$25,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

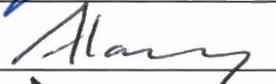
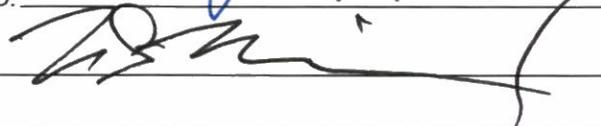
REVENUE TOTAL: \$25,000.00

EXPENSE TOTAL: \$25,000.00

NOTES:
 This project is also known as Hillside to Oliver.

SIGNATURES REQUIRED

Print Form

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

DATE: 04/01/15
 DATE: 4-14-15
 DATE: 12 Apr 2015
 DATE: _____

Project Request

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

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85214

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: 04/28/2015 REQUEST DATE: _____

PROJECT #: 211541 PROJECT TITLE: 17th & Oliver Intersection WSU Innovation

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 17th & Oliver Intersection WSU Innovation

OCA #: 707087 OCA TITLE: 17th & Oliver Intersection WSU Innovation

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$65,000.00	2999 Contractuals	\$65,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

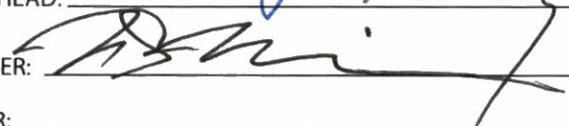
REVENUE TOTAL: \$65,000.00

EXPENSE TOTAL: \$65,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

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

DATE: 04/10/15
 DATE: 4-14-15
 DATE: 19, 2015
 DATE: _____

Project Request

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

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85213

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: 04/28/2015 REQUEST DATE: _____

PROJECT #: 211544 PROJECT TITLE: 21st & Oliver Intersection WSU Innovation

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 21st & Oliver Intersection WSU Innovation

OCA #: 707089 OCA TITLE: 21st & Oliver Intersection WSU Innovation

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$42,000.00	2999 Contractuals	\$42,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$42,000.00

EXPENSE TOTAL: \$42,000.00

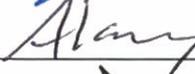
NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: 

DATE: 04/10/15

DEPARTMENT HEAD: 

DATE: 4-14-15

BUDGET OFFICER: 

DATE: 1 Apr 2015

CITY MANAGER: _____

DATE: _____

City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council

SUBJECT: Surplus of City-owned Property at 507 S. Pershing (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the property surplus.

Background: The City of Wichita owns a vacant lot in the 500 Block of S. Pershing, more specifically, 507 S. Pershing. The parcel was acquired in 1996 for the Kellogg and Oliver Road Improvement Project, a project which has since been completed. A privacy wall was installed along the subject property's north property line. The 7,000 square foot site is outside of the defined roadway corridor and is zoned for single family residential use. The City continues to maintain the land as green space.

Analysis: The City was approached as to the availability of the lot. The proposed user is interested in the lot for residential development. All City departments have been notified of the availability of the property. No governmental use has been identified. The Office of Property Management requests permission to declare the property surplus and available for sale. The Kansas Department of Transportation (KDOT) participated in the purchase of the property and has already preliminarily agreed to the disposal of the property.

Financial Considerations: The City will receive cash consideration for the sale of the property. Additionally, the surplus and sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

Legal Considerations: Any agreement for sale or lease will be provided to Law to be reviewed as to form.

Recommendation/Action: It is recommended that the City Council declare the property as surplus and designate it as available for sale to the general public.

Attachment: Aerial map.

Pershing Lot



Legend

- Parcels
- Airport Runway

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

1: 692



City of Wichita
City Council Meeting
April 28, 2015

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

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

Background: On April 6, 2015, the Board of Building Code Standards and Appeals conducted hearings on the properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

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

<u>Property Address</u>	<u>Council District</u>
a. 1538 N. Erie	I
b. 1639 S. Lulu	I
c. 2011 N. Kansas	I
d. 6048 S. Hydraulic	III
e. 6109 S. Osage	IV

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

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

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

Attachments: Letter to Council, summary, and resolution.

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1538 N. ERIE** and legally described as: **LOTS 78 AND 80 ON MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 9, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

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

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

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

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one-story frame dwelling about 25 x 51 feet in size. Vacant for at least 2 months, this structure has been damaged by fire. It has cracking and shifting basement walls; fire damaged siding; fire damaged roof with holes; fire damaged front porch; fire damaged wood trim; and the 23 x 14 and 6 x 10 foot accessory structures are deteriorated.

(b) Street Address: 1538 N. ERIE

(c) Owners:

**Teresa M. Smith-Chapman
2713 SW Backton Ave
PortSaint Lucie, FL 34987-2235**

**Edna R. Smith
4114 N. Frankfort Pl
Tulsa, OK 74106-1256**

**Patricia E. Smith
2553 N. Minneapolis
Wichita, KS 67219**

**Davett Smith & Sherry Smith
5529 NW 50th St Apt C
Oklahoma City, OK 73122-5256**

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:

**Southwest National Bank
c/o Martin Pringle, Oliver, Wallace & Bauer LLP
100 N. Broadway Suite 500
Wichita, KS 67202**

**CitiMortgage Inc
c/o Millsap & Singer LLC
11460 Tomahawk Creek Pkwy Suite #300
Leawood, KS 66211**

**J. Michael Morris
Trustee in Bankruptcy
301 N. Main Suite #1600
Wichita, KS 67202**

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

(g) Mortgage Holder(s): None

(h) Interested Parties:
Kansas Dept of Labor Liens
1401 SW Topeka Blvd
Topeka, KS 66603-9866

IRS Federal Tax Lien
Stope 5333 WIC
271 W. 3rd N. #3000
Wichita, KS 67202

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

City of Wichita
Housing Department
332 Riverview
Wichita, KS 67203

DATE: April 9, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1538 N. ERIE

LEGAL DESCRIPTION: LOTS 78 AND 80 ON MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 25 x 51 feet in size. Vacant for at least 2 months, this structure has been damaged by fire. It has cracking and shifting basement walls; fire damaged siding; fire damaged roof with holes; fire damaged front porch; fire damaged wood trim; and the 23 x 14 and 6 x 10 foot accessory structures are 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 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

OCA: 230200

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

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 78 AND 80 ON MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 1538 N. ERIE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 78 AND 80 ON MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, commonly known as: **1538 N. ERIE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 25 x 51 feet in size. Vacant for at least 2 months, this structure has been damaged by fire. It has cracking and shifting basement walls; fire damaged siding; fire damaged roof with holes; fire damaged front porch; fire damaged wood trim; and the 23 x 14 and 6 x 10 foot accessory structures are deteriorated.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1639 S. LULU** and legally described as: **THE NORTH 10 FEET OF LOT 14, ALL OF LOT 16, AND THE SOUTH 10 FEET OF LOT 18, STRONG'S SUBDIVISION, BLOCK 4 IN SCHWEITER'S SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 9, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

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

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

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

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one and one-half story frame dwelling about 30 x 46 feet in size. Vacant for at least 6 years, this structure has shifting basement walls; collapsed south basement wall; badly deteriorated composition roof, with holes; deteriorated and missing stucco siding; deteriorated front and rear porches; rotted rafter tails; anand wood trim; and the 14 x 20 and 4 x 5 foot accessory structures are dilapidated.

(b) Street Address: 1639 S. LULU

(d) Owners:
Marsha K. Bryan
2840 S. Washington
Wichita, KS 67216

(d) Resident Agent: None

(e) Occupant: None

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

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: April 9, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1639 S. LULU

LEGAL DESCRIPTION: THE NORTH 10 FEET OF LOT 14, ALL OF LOT 16, AND THE SOUTH 10 FEET OF LOT 18, STRONG'S SUBDIVISION, BLOCK 4 IN SCHWEITER'S SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 30 x 46 feet in size. Vacant for at least 6 years, this structure has shifting basement walls; collapsed south basement wall; badly deteriorated composition roof, with holes; deteriorated and missing stucco siding; deteriorated front and rear porches; rotted rafter tails; anand wood trim; and the 14 x 20 and 4 x 5 foot accessory structures 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. 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

OCA: 230200

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

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE NORTH 10 FEET OF LOT 14, ALL OF LOT 16, AND THE SOUTH 10 FEET OF LOT 18, STRONG'S SUBDIVISION, BLOCK 4 IN SCHWEITER'S SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **1639 S. LULU** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE NORTH 10 FEET OF LOT 14, ALL OF LOT 16, AND THE SOUTH 10 FEET OF LOT 18, STRONG'S SUBDIVISION, BLOCK 4 IN SCHWEITER'S SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, commonly known as: **1639 S. LULU**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one and one-half story frame dwelling about 30 x 46 feet in size. Vacant for at least 6 years, this structure has shifting basement walls; collapsed south basement wall; badly deteriorated composition roof, with holes; deteriorated and missing stucco siding; deteriorated front and rear porches; rotted rafter tails; anand wood trim; and the 14 x 20 and 4 x 5 foot accessory structures are dilapidated.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2011 N. KANSAS** and legally described as: **LOTS 85 AND 87, ON KANSAS AVENUE, PARKVIEW ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 9, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

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

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

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

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one-story frame dwelling about 24 x 28 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing lap siding; exposed framing members; deteriorated front porch; and rotted and missing fascia and wood trim.

(b) Street Address: 2011 N. KANSAS

**(e) Owners:
Karl Marcy Jr
2021 N. Kansas
Wichita, KS 67214**

(d) Resident Agent: None

(e) Occupant: None

**(f) Lienholders of Record:
State of Kansas
Revenue Dept Tax Liens
915 SW Harrison
Topeka KS 66612**

(k) Mortgage Holder(s): None

(l) Interested Parties: None

DATE: April 9, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 2011 N. KANSAS

LEGAL DESCRIPTION: LOTS 85 AND 87, ON KANSAS AVENUE, PARKVIEW ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 24 x 28 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing lap siding; exposed framing members; deteriorated front porch; and rotted and missing 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

OCA: 230200

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

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 85 AND 87, ON KANSAS AVENUE, PARKVIEW ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **2011 N. KANSAS** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 85 AND 87, ON KANSAS AVENUE, PARKVIEW ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, commonly known as: **2011 N. KANSAS**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 24 x 28 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing lap siding; exposed framing members; deteriorated front porch; and rotted and missing fascia and wood trim.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **6048 S. HYDRAULIC** and legally described as: **LOT 5, BLOCK 1, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 9, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

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

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

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

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A two-story frame dwelling about 18 x 24 feet in size. Vacant for at least 4 years, this structure has badly deteriorated and missing hardboard siding; deteriorated front and rear porches; and rotted and missing wood trim.

(b) Street Address: 6048 S. HYDRAULIC

**(f) Owners:
Lynn E. Harris
104 S. 9th Street
Fredonia, KS 66736**

(d) Resident Agent: None

(e) Occupant: None

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

(m) Mortgage Holder(s): None

(n) Interested Parties: None

DATE: April 9, 2015

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 6048 S. HYDRAULIC

LEGAL DESCRIPTION: LOT 5, BLOCK 1, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 18 x 24 feet in size. Vacant for at least 4 years, this structure has badly deteriorated and missing hardboard siding; deteriorated front and rear porches; and rotted and missing 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 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

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 5, BLOCK 1, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 6048 S. HYDRAULIC** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 5, BLOCK 1, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS, commonly known as: 6048 S. HYDRAULIC, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 18 x 24 feet in size. Vacant for at least 4 years, this structure has badly deteriorated and missing hardboard siding; deteriorated front and rear porches; and rotted and missing wood trim.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **6109 S. OSAGE** and legally described as: **LOT 27, THIRD CLARKDALE SUBDIVISION, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 9, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

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

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

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

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one-story frame dwelling about 30 x 37 feet in size. Vacant and open, this structure has a sagging and badly deteriorated composition roof, with missing shingles and holes; exposed, framing members; rotted and missing hardboard siding; rotted wood lap siding; dilapidated front porch; dilapidated enclosed rear porch; deteriorated framing members; rotted soffit, fascia and wood trim; and the two accessory structures are dilapidated.

(b) Street Address: 6109 S. OSAGE

(g) Owners:
Jackie Akins
1624 N. Estelle
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
State of Kansas
Revenue Dept Tax Liens
915 SW Harrison
Topeka, KS 66612

IRS Federal Tax Lien
Stope 5333 WIC
271 W. 3rd N. #3000
Wichita, KS 67202

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

(o) Mortgage Holder(s): None

(p) Interested Parties: None

DATE: April 9, 2015

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 6109 S. OSAGE

LEGAL DESCRIPTION: LOT 27, THIRD CLARKDALE SUBDIVISION, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 30 x 37 feet in size. Vacant and open, this structure has a sagging and badly deteriorated composition roof, with missing shingles and holes; exposed, framing members; rotted and missing hardboard siding; rotted wood lap siding; dilapidated front porch; dilapidated enclosed rear porch; deteriorated framing members; rotted soffit, fascia and wood trim; and the two accessory structures 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

OCA: 230200

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

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 27, THIRD CLARKDALE SUBDIVISION, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 6109 S. OSAGE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 27, THIRD CLARKDALE SUBDIVISION, SEDGWICK COUNTY, KANSAS, commonly known as: 6109 S. OSAGE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 30 x 37 feet in size. Vacant and open, this structure has a sagging and badly deteriorated composition roof, with missing shingles and holes; exposed, framing members; rotted and missing hardboard siding; rotted wood lap siding; dilapidated front porch; dilapidated enclosed rear porch; deteriorated framing members; rotted soffit, fascia and wood trim; and the two accessory structures are dilapidated.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 1, 2015 AND MAY 8, 2015

RESOLUTION NO. 15-109

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 78 AND 80 ON MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 1538 N. ERIE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 78 AND 80 ON MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, commonly known as: **1538 N. ERIE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 25 x 51 feet in size. Vacant for at least 2 months, this structure has been damaged by fire. It has cracking and shifting basement walls; fire damaged siding; fire damaged roof with holes; fire damaged front porch; fire damaged wood trim; and the 23 x 14 and 6 x 10 foot accessory structures are deteriorated.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 1, 2015 AND MAY 8, 2015

RESOLUTION NO. 15-110

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE NORTH 10 FEET OF LOT 14, ALL OF LOT 16, AND THE SOUTH 10 FEET OF LOT 18, STRONG'S SUBDIVISION, BLOCK 4 IN SCHWEITER'S SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **1639 S. LULU** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE NORTH 10 FEET OF LOT 14, ALL OF LOT 16, AND THE SOUTH 10 FEET OF LOT 18, STRONG'S SUBDIVISION, BLOCK 4 IN SCHWEITER'S SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, commonly known as: **1639 S. LULU**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one and one-half story frame dwelling about 30 x 46 feet in size. Vacant for at least 6 years, this structure has shifting basement walls; collapsed south basement wall; badly deteriorated composition roof, with holes; deteriorated and missing stucco siding; deteriorated front and rear porches; rotted rafter tails; anand wood trim; and the 14 x 20 and 4 x 5 foot accessory structures are dilapidated.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 1, 2015 AND MAY 8, 2015

RESOLUTION NO. 15-111

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 85 AND 87, ON KANSAS AVENUE, PARKVIEW ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **2011 N. KANSAS** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 85 AND 87, ON KANSAS AVENUE, PARKVIEW ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, commonly known as: **2011 N. KANSAS**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 24 x 28 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing lap siding; exposed framing members; deteriorated front porch; and rotted and missing fascia and wood trim.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 1, 2015 AND MAY 8, 2015

RESOLUTION NO. 15-112

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 5, BLOCK 1, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 6048 S. HYDRAULIC** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 5, BLOCK 1, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS, commonly known as: 6048 S. HYDRAULIC, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 18 x 24 feet in size. Vacant for at least 4 years, this structure has badly deteriorated and missing hardboard siding; deteriorated front and rear porches; and rotted and missing wood trim.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 1, 2015 AND MAY 8, 2015

RESOLUTION NO. 15-113

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 27, THIRD CLARKDALE SUBDIVISION, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 6109 S. OSAGE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of April 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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

That a hearing will be held on the **9th day of June 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 27, THIRD CLARKDALE SUBDIVISION, SEDGWICK COUNTY, KANSAS, commonly known as: 6109 S. OSAGE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 30 x 37 feet in size. Vacant and open, this structure has a sagging and badly deteriorated composition roof, with missing shingles and holes; exposed, framing members; rotted and missing hardboard siding; rotted wood lap siding; dilapidated front porch; dilapidated enclosed rear porch; deteriorated framing members; rotted soffit, fascia and wood trim; and the two accessory structures are dilapidated.

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

Adopted this **28th day of April 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Sharon L. Dickgrafe, Interim Director of Law
SUBJECT: Report on Claims for March 2015
DATE: April 7, 2015

The following claims were approved by the Law Department during the month of March 2015.

Allen, Chris	\$2,500.00**
AT&T	\$2,593.00**
Decker, Russell	\$ 799.00
Keyes, Pam	\$ 90.00
Mahler, Jessica	\$ 136.50
Oltean, Donald	\$ 376.57

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council
SUBJECT: Acceptance of Monetary Gift and Resolution
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Accept the specific bequest, adopt the resolution and authorize the necessary signatures.

Background: Recently, the City was informed by Charles Schwab & Co., Inc. that Hans Kleemann, deceased, specifically bequested an Individual Retirement (IRA) account balance to the City of Wichita to be used for the benefit of Homeless Vietnam Veterans.

Analysis: Under K.S.A. 12-101 et seq., the City may receive by bequest or gift, and hold, real and personal property for use by the City. The funds will be utilized by Housing Services for the homeless initiative.

Financial Considerations: The value of the shares in this inherited IRA will rise and fall between the time the application is complete and the shares are sold. At this time, the share value was over \$10,000. Upon sale of the shares and upon receipt of the proceeds, the funds will be deposited and administered by Housing and Community Services for the benefit of and provision of assistance to homeless Vietnam veterans.

Legal Considerations: The City will request a lump-sum distribution of the IRA proceeds. A Schwab Inherited IRA brokerage account must be opened to accept the lump-sum distribution. The resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council accept the specific bequest, adopt the resolution and authorize the necessary signatures.

Attachment: Resolution.

RESOLUTION NO. 15-114

A RESOLUTION ACCEPTING THE BEQUEST OF AN INDIVIDUAL RETIREMENT ACCOUNT FOR THE BENEFIT OF HOMELESS VIETNAM VETERANS

WHEREAS, the City of Wichita is the beneficiary of an Individual Retirement Account for the benefit of Homeless Vietnam Veterans, specifically bequested by Hans Kleemann, deceased, held by Charles Schwab & Co., Inc.;

WHEREAS, the City of Wichita under K.S.A. 12-101 et seq., may receive by bequest or gift, and hold, real and personal property for use by the City;

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

Section 1. Accept the bequest. The governing body accepts the bequested Individual Retirement Account for the benefit of Homeless Vietnam Veterans. The proceeds will be utilized by Housing Services for the homeless initiative to specifically benefit Vietnam Veterans.

Section 2. Transfer Authority and Execution of Documents. The City Manager is hereby authorized and directed to execute all account documents setting forth the terms and conditions of opening and authorization of a lump-sum disbursement of the proceeds of said Individual Retirement Account. Furthermore, the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to any such agreement(s) for and on behalf of the City.

Section 3. Delivery of Documents; Further Authority. The City Manager, City Clerk or other appropriate officers, agents or representatives of the City, are hereby authorized and directed to deliver the above-referenced agreement(s), and to execute and deliver such other documents and certificates as may be approved by the City Attorney as documents necessary and appropriate to carry out the intent of this Resolution.

Section 4. Certification. The City Clerk or Deputy City Clerk is hereby authorized and directed to certify this Resolution to Charles Schwab & Co., Inc.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage by the Governing body of the City.

ADOPTED by the governing body of the City of Wichita, Kansas this _____ day of _____,
2015.

CITY OF WICHITA, KANSAS

By: _____
Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Sharon L. Dickgrafe
Interim Director of Law

City of Wichita
City Council Meeting
April 28, 2015

TO: Mayor and City Council

SUBJECT: Eminent Domain Appeal Settlement – Jeff Greenburg
(District II)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize the settlement in the amount of \$700,000.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 40 parcels. The properties consist of a mix of retail and commercial uses. On November 20, 2012, the City Council adopted a resolution and ordinance authorizing the initiation of an eminent domain action to acquire the parcels that were unable to be acquired through negotiations.

Analysis: On or about November 22, 2013, the court appointed appraisers filed their award to the property owner in the amount of \$1,444,000. The City filed an appeal of the award of the appraisers. The City's outside counsel and its current appraisers believe that a jury could award the landowner a sum between \$341,000 and \$1,756,000, based upon the lowest to highest appraisal valuation of the parties. It is felt that it is prudent to accept this settlement to avoid further costs and a possible higher award if the case proceeds to trial.

Financial Considerations: The City has already paid into the Court the amount of \$1,444,000. The approval of this settlement will result in the property owner refunding to the City the sum of \$744,000, plus receive an Amended Temporary Construction Easement Agreement from the property owner.

Legal Considerations: The Law Department will approve as to form the necessary legal documents to effectuate this settlement with the District Court.

Recommendation/Action: It is recommended that the City Council authorize the settlement of \$700,000.

Attachments: None.

City of Wichita
City Council Meeting
April 28, 2014

TO: Mayor and City Council

SUBJECT: Eminent Domain Appeal Settlement – Hoover Road, LLC
(District II)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize the settlement in the amount of \$4,250,000.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 40 parcels. The properties consist of a mix of retail and commercial uses. On November 20, 2012, the City Council adopted a resolution and ordinance authorizing the initiation of an eminent domain action to acquire the parcels that were unable to be acquired through negotiations.

Analysis: On or about November 22, 2013, the court appointed appraisers filed their award to the property owner in the amount of \$6,475,000. The City filed an appeal of the award of the appraisers. The City's outside counsel and its current appraisers believe that a jury could award the landowner a sum between \$1,490,000 and \$7,232,500, based upon the lowest to highest appraisal valuation of the parties. It is felt that it is prudent to accept this settlement to avoid further costs and a possible higher award if the case proceed to trial.

Financial Considerations: The City has already paid into the Court the amount of \$6,475,000. The approval of this settlement will result in the property owner refunding to the City the sum of \$2,225,000.

Legal Considerations: The Law Department will approve as to form the necessary legal documents to effectuate this settlement with the District Court.

Recommendation/Action: It is recommended that the City Council authorize the settlement of \$4,250,000.

Attachments: None.

CERTIFICATE OF CANVASS

STATE OF KANSAS)
 SEDGWICK COUNTY)

Pursuant to K.S.A. 25-3104 the Board of County Commissioners, acting as a Board of Canvassers met at 10:00 a.m. on Monday, April 13, 2015 in the Sedgwick County Election Office, First Floor, Historic Courthouse, to canvass the votes cast in the General Election conducted on April 7, 2015 for the offices of City Mayor and City Council Member, Districts 2, 4 and 5 for the **City of Wichita**, with the following present:

Richard Ranzau, Chairman
 Karl Peterjohn, Chair Pro Tem
 Tim R. Norton, Commissioner—Marvin Duncan, Proxy
 Dave M Unruh, Commissioner
 Jim Howell, Commissioner

The returns of the election were presented to the Board as received from the official conducting the election. The Board proceeded to canvass the votes and found the results of the election on the proposition to be as follows:

Office	Candidates	Votes	Provisional Votes	Total Votes
City Mayor WICHITA				
Vote for 1				
	Jeff Longwell	22,132	160	22,292
	Samuel M. Williams	13,350	128	13,478
	WRITE-IN	1,708	44	1,752
City Council Member WICHITA DISTRICT 2				
Vote for 1				
	Pete Meitzner	5,194	35	5,229
	Jim Price	1,656	18	1,674
	WRITE-IN	33	0	33
City Council Member WICHITA DISTRICT 4				
Vote for 1				
	Jeff Blubaugh	3,023	22	3,045
	Josh Shorter	1,817	4	1,821
	WRITE-IN	28	1	29
City Council Member WICHITA DISTRICT 5				
Vote for 1				
	Gary W. Bond	3,571	15	3,586
	Bryan Frye	4,384	9	4,393
	WRITE-IN	25	1	26

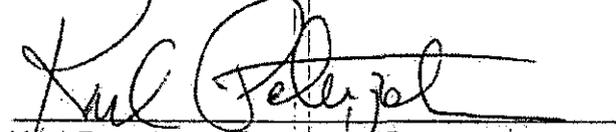
Whereupon, it was determined that the following candidates were duly elected:

City Mayor WICHITA : Jeff Longwell
City Council Member WICHITA DISTRICT 2: Pete Meitzner
City Council Member WICHITA DISTRICT 4: Jeff Blubaugh
City Council Member WICHITA DISTRICT 5: Bryan Frye

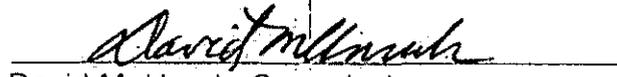
The undersigned hereby certify that the foregoing results are shown by the finalized abstract of election returns.

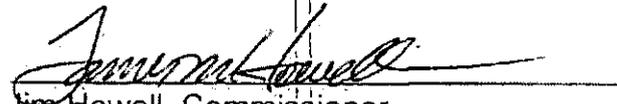
Dated this 13th day of April, 2015.


Richard Ranzau, Chairman


Karl Peterjohn, Chair Pro Tem


Tim R. Norton, Commissioner—Marvin Duncan, Proxy


David M. Unruh, Commissioner


Jim Howell, Commissioner

BOARD OF COUNTY CANVASSERS
SEDGWICK COUNTY, KANSAS

ATTEST:


Tabitha M Lehman
Commissioner of Elections

SEAL

CERTIFICATE OF CANVASS

STATE OF KANSAS)
SEDGWICK COUNTY)

Pursuant to K.S.A. 25-3104 the Board of County Commissioners, acting as a Board of Canvassers met at 10:00 a.m. on Monday, April 13, 2015 in the Sedgwick County Election Office, First Floor, Historic Courthouse, to canvass the votes cast in the Special Election conducted in **The City of Wichita, County of Sedgwick** on April 7, 2015 with the following present:

Richard Ranzau, Chairman
Karl Peterjohn, Chair Pro Tem
Tim R. Norton, Commissioner—Marvin Duncan, Proxy
Dave M Unruh, Commissioner
Jim Howell, Commissioner.

The returns of the election were presented to the Board as received from the official conducting the election on the following proposition:

SHALL THE FOLLOWING BE ADOPTED?

An ordinance reducing the penalty for first offense conviction for possession of thirty-two (32) grams or less of cannabis sativa l, otherwise known as marijuana, and/or drug paraphernalia related thereto, by persons twenty-one (21) years of age or older, to an infraction with a fine not to exceed fifty dollars (\$50.00).

Office	Votes	Provisional Votes	Total Votes
Wichita Question			
Vote for 1			
YES	20,075	252	20,327
NO	17,091	92	17,183

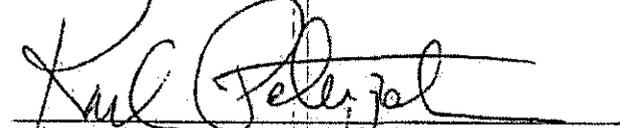
The Board proceeded to canvass the votes and found the results of the election on the proposition to be as follows:

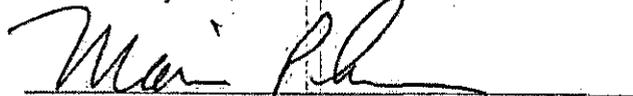
Whereupon it was determined that the proposition had carried in Sedgwick County and the returns from the election were approved, and the abstract of election returns was finalized.

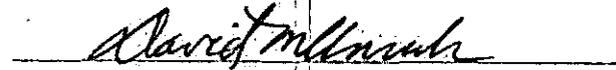
The undersigned hereby certify that the foregoing results are shown by the finalized abstract of election returns.

Dated this 13th day of April, 2015.


Richard Ranzau, Chairman


Karl Peterjohn, Chair Pro Tem

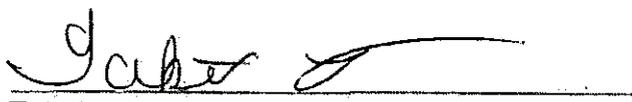

Tim R. Norton, Commissioner—Marvin Duncan, Proxy


David M. Unruh, Commissioner


Jim Howell, Commissioner

BOARD OF COUNTY CANVASSERS
SEDGWICK COUNTY, KANSAS

ATTEST:


Tabitha M Lehman
Commissioner of Elections

SEAL

APR 16 '15

CERTIFICATE OF CANVASS

CITY CLERK OFFICE

STATE OF KANSAS)
 SEDGWICK COUNTY)

Pursuant to K.S.A. 25-3104 the Board of County Commissioners, acting as a Board of Canvassers met at 10:00 a.m. on Monday, April 13, 2015 in the Sedgwick County Election Office, First Floor, Historic Courthouse, to canvass the votes cast in the General Election conducted on April 7, 2015 for the offices of City Mayor and City Council Member, Districts 2, 4 and 5 for the **City of Wichita**, with the following present:

Richard Ranzau, Chairman
 Karl Peterjohn, Chair Pro Tem
 Tim R. Norton, Commissioner—Marvin Duncan, Proxy
 Dave M Unruh, Commissioner
 Jim Howell, Commissioner

The returns of the election were presented to the Board as received from the official conducting the election. The Board proceeded to canvass the votes and found the results of the election on the proposition to be as follows:

Office	Candidates	Votes	Provisional Votes	Total Votes
City Mayor WICHITA				
Vote for 1				
	Jeff Longwell	22,132	160	22,292
	Samuel M. Williams	13,350	128	13,478
	WRITE-IN	1,708	44	1,752
City Council Member WICHITA DISTRICT 2				
Vote for 1				
	Pete Meitzner	5,194	35	5,229
	Jim Price	1,656	18	1,674
	WRITE-IN	33	0	33
City Council Member WICHITA DISTRICT 4				
Vote for 1				
	Jeff Blubaugh	3,023	22	3,045
	Josh Shorter	1,817	4	1,821
	WRITE-IN	28	1	29
City Council Member WICHITA DISTRICT 5				
Vote for 1				
	Gary W. Bond	3,571	15	3,586
	Bryan Frye	4,384	9	4,393
	WRITE-IN	25	1	26

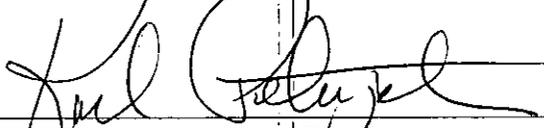
Whereupon, it was determined that the following candidates were duly elected:

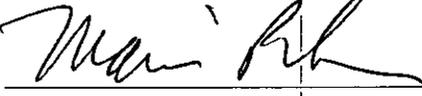
City Mayor WICHITA : Jeff Longwell
City Council Member WICHITA DISTRICT 2: Pete Meitzner
City Council Member WICHITA DISTRICT 4: Jeff Blubaugh
City Council Member WICHITA DISTRICT 5: Bryan Frye

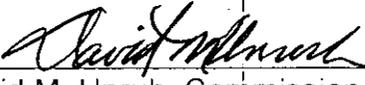
The undersigned hereby certify that the foregoing results are shown by the finalized abstract of election returns.

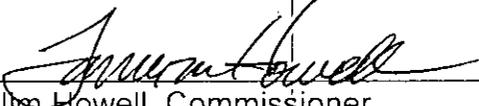
Dated this 13th day of April, 2015.


Richard Ranzau, Chairman


Karl Peterjohn, Chair Pro Tem


Tim R. Norton, Commissioner—Marvin Duncan, Proxy


David M. Unruh, Commissioner


Jim Howell, Commissioner

BOARD OF COUNTY CANVASSERS
SEDGWICK COUNTY, KANSAS

ATTEST:


Tabitha M Lehman
Commissioner of Elections

SEAL

2015 City/School General Election

Official Results

Write-In Report
April 7, 2015

District Name	Office	First Name	Middle Name	Last Name	Additional Information	Vote Elected
Wichita	City Mayor	Jennifer		Winn		1003
Wichita	City Mayor	Sulma		Arias		305
Wichita	City Mayor	La Vonta		Williams		107
Wichita	City Mayor	Sean		Winn		48
Wichita	City Mayor	J		Hatfield		31
Wichita	City Mayor	Greg		Winn		9
Wichita	City Mayor	Janet		Marshall		8
Wichita	City Mayor	Dan		Miller		6
Wichita	City Mayor	Jeff		Heflin		3
Wichita	City Mayor			Longwell		3
Wichita	City Mayor	Taylor		Louie	the Clown	3
Wichita	City Mayor			Martin		3
Wichita	City Mayor			Mickey Mouse		3
Wichita	City Mayor			None		3
Wichita	City Mayor			NONE OF THE ABOVE		3
Wichita	City Mayor	Karl		Peterjohn		3
Wichita	City Mayor	Tony		Rosales		3
Wichita	City Mayor	Bill		Warren		3
Wichita	City Mayor	Janice		Weiss		3
Wichita	City Mayor	James	B.	Bryan		2
Wichita	City Mayor	Richard		Crawson		2
Wichita	City Mayor			Donald Duck		2
Wichita	City Mayor	Junius		Dotson		2
Wichita	City Mayor	Essau		Freeman		2
Wichita	City Mayor	Louis		Goseland		2
Wichita	City Mayor	Jennifer		Gwinn		2
Wichita	City Mayor	Bob		Knight		2
Wichita	City Mayor	Armando		Minjarez		2
Wichita	City Mayor			No		2
Wichita	City Mayor	Tracy		Stewart		2
Wichita	City Mayor	John		Todd		2
Wichita	City Mayor			Troubles the Clown		2

District Name	Office	First Name	Middle Name	Last Name	Additional Information	Vote	Elected
Wichita	City Mayor	John	Samson	Wells		2	
Wichita	City Mayor	LARRY		WHITE		2	
Wichita	City Mayor	Jessica		Winn		2	
Wichita	City Mayor	Stefany		Winn		2	
Wichita	City Mayor			Wynn		2	
Wichita	City Mayor			Abdula		1	
Wichita	City Mayor	JIM		ANDERSON		1	
Wichita	City Mayor	Mark		Andrews		1	
Wichita	City Mayor			Anyother		1	
Wichita	City-Mayor	Sulma		Af		1	
Wichita	City Mayor	Sulma		Ariassage		1	
Wichita	City Mayor	Zulema		Auigar		1	
Wichita	City Mayor	John	A.	Baldwin		1	
Wichita	City Mayor		E	Barak Obama, U.S. President	Jr	1	
Wichita	City Mayor	Harlan		Bascombe		1	
Wichita	City Mayor	Lynda		Becker		1	
Wichita	City Mayor	Larry		Bennet		1	
Wichita	City Mayor	Craig		Bjork		1	
Wichita	City Mayor	Derek		Blades		1	
Wichita	City Mayor	Joe		Blanchat		1	
Wichita	City Mayor			Blank		1	
Wichita	City Mayor			Bob Knight		1	
Wichita	City Mayor	Steven		Boyer		1	
Wichita	City Mayor	Carol		Brewer		1	
Wichita	City Mayor	Jonathan		Bullock		1	
Wichita	City Mayor	Craig		Burris		1	
Wichita	City Mayor	Curtis		Caster		1	
Wichita	City Mayor	Charlie		Cat		1	
Wichita	City Mayor	Dustin		Cheever		1	
Wichita	City Mayor	Shelton		Coleman		1	
Wichita	City Mayor	Matthew		Coolley		1	
Wichita	City Mayor	Jim		Crawson		1	

2015 City/School General Election

Official Results

Write-In Report
April 7, 2015

District Name	Office	First Name	Middle Name	Last Name	Additional Information	Vote	Elected
Wichita	City Mayor	Michael		Cruise		1	
Wichita	City Mayor	ROBERT		CULVER		1	
Wichita	City Mayor	Chas	L.	Cumley		1	
Wichita	City Mayor	Aaron		Dehaven		1	
Wichita	City Mayor	Anthony		Dehoff		1	
Wichita	City Mayor	Kenneth		Dillon		1	
Wichita	City Mayor	LOGAN		DIRKS		1	
Wichita	City Mayor			Ed		1	
Wichita	City Mayor	Grant	Flakes	Fergus		1	
Wichita	City-Mayor	Charlie		Ford		1	
Wichita	City Mayor	Douglas	M.	Foster		1	
Wichita	City Mayor	Nola		Fulston		1	
Wichita	City Mayor	Joshua		Giles		1	
Wichita	City Mayor	Jennifer		Ginn		1	
Wichita	City Mayor	William		Glander		1	
Wichita	City Mayor	Adam		Glendenning		1	
Wichita	City Mayor	David		Glover		1	
Wichita	City Mayor	Michael	B.	Gordon		1	
Wichita	City Mayor	Max	A.	Grant		1	
Wichita	City Mayor			Greg		1	
Wichita	City Mayor	Curtis		Griffin		1	
Wichita	City Mayor	Merle		Haggard		1	
Wichita	City Mayor	David		Hammann		1	
Wichita	City Mayor	Sean		Harfield		1	
Wichita	City Mayor	Todd		Harrison		1	
Wichita	City Mayor	Nathanael		Harvey		1	
Wichita	City Mayor	Brandon		Hodges		1	
Wichita	City Mayor	Jesse	W.	Howes		1	
Wichita	City Mayor	Sean		Hutton		1	
Wichita	City Mayor	Frances		Jackson		1	
Wichita	City Mayor			Jmcdonald		1	
Wichita	City Mayor	Cynthine		Johnson		1	

Write-in Report
April 7, 2015

District Name	Office	First Name	Middle Name	Last Name	Additional Information	Vote	Elected
Wichita	City Mayor	Alex		Jones		1	
Wichita	City Mayor	Hannah		Jones		1	
Wichita	City Mayor	John	Price	Jones		1	
Wichita	City Mayor	Matt		Jordan		1	
Wichita	City Mayor	ERIC		KIDWELL		1	
Wichita	City Mayor	Joe	Z.	Klilingenberg		1	
Wichita	City Mayor	Tom		Lahey		1	
Wichita	City Mayor			Lavonta		1	
Wichita	City Mayor	Robert		Leer		1	
Wichita	City-Mayor	Jim		Lewis		1	
Wichita	City Mayor	Jennifer		Linn		1	
Wichita	City Mayor	Jennifer		Longwell		1	
Wichita	City Mayor	Leah		Lucy		1	
Wichita	City Mayor	Jennifer		Lynn		1	
Wichita	City Mayor	Terry		Malone		1	
Wichita	City Mayor	LYNN		MARSHALL		1	
Wichita	City Mayor	Michael		Mayans		1	
Wichita	City Mayor			Mayor McCheese		1	
Wichita	City Mayor			Megatron		1	
Wichita	City Mayor	Vern		Merle Haggard		1	
Wichita	City Mayor	Nolen		Miller		1	
Wichita	City Mayor			Moore		1	
Wichita	City Mayor			MUFFIN		1	
Wichita	City Mayor	Dalton	Jay	Nelson		1	
Wichita	City Mayor	Jennifer		Nnguyen		1	
Wichita	City Mayor			No Mayor		1	
Wichita	City Mayor	BARNEY		NONNLE		1	
Wichita	City Mayor			Other		1	
Wichita	City Mayor	Latreece		Patterson		1	
Wichita	City Mayor	Jon		Pisczczek		1	
Wichita	City Mayor	David		Pizzuto		1	
Wichita	City Mayor	Laura		Poschen		1	

Write-In Report
 April 7, 2015

District Name	Office	First Name	Middle Name	Last Name	Additional Information	Vote Elected
Wichita	City Mayor	Hank		Rainie		1
Wichita	City Mayor	Tony		Rangel		1
Wichita	City Mayor	STAN		REESER		1
Wichita	City Mayor	Bruce		Reisman		1
Wichita	City Mayor	Tim		Robinson		1
Wichita	City Mayor	Aiala		Saminam		1
Wichita	City Mayor	Alma		Sanchez		1
Wichita	City Mayor	RICHARD		SCHARNHORST		1
Wichita	City Mayor	Jean		Schoederf		1
Wichita	City Mayor	Joshua		Silver		1
Wichita	City Mayor	Virginia		SIMBA		1
Wichita	City Mayor	Leon		Simons		1
Wichita	City Mayor	Gary		Smitherman		1
Wichita	City Mayor	Alies		Steele		1
Wichita	City Mayor			Stul		1
Wichita	City Mayor			Sulema		1
Wichita	City Mayor	Areil		Sulma		1
Wichita	City Mayor	Nora		Summitra		1
Wichita	City Mayor	Rod		Tang		1
Wichita	City Mayor	Richard		Taylor		1
Wichita	City Mayor	Max		Temple		1
Wichita	City Mayor	Dave		Tenbrook		1
Wichita	City Mayor	Karl	A.	Urruh		1
Wichita	City Mayor	Jess		Watson		1
Wichita	City Mayor	Eric		Weaver		1
Wichita	City Mayor	Brian		Weinberg		1
Wichita	City Mayor	Gregory		White		1
Wichita	City Mayor	Jennifer		Wienn		1
Wichita	City Mayor	L		Wilbur		1
Wichita	City Mayor	Norman	D	Williams		1
Wichita	City Mayor			Williams		1

2015 City/School General Election

Official Results

Write-In Report

April 7, 2015

District Name	Office	First Name	Middle Name	Last Name	Additional Information	Vote Elected
Wichita	City Mayor	Sam		Williams		1
Wichita	City Mayor			Williams		1
Wichita	City Mayor	Curtis		Wilson		1
Wichita	City Mayor	Shirley		Wilson		1
Wichita	City Mayor			Win		1
Wichita	City Mayor	Janet		Winn		1
Wichita	City Mayor	Jill		Winn		1
Wichita	City Mayor	Michelle		Winn		1
Wichita	City Mayor	Lyn		Witt		1
Wichita	City-Mayor	Eric		Yost		1
Wichita	City Mayor	R.		Younger	Dr.	1
Wichita	City Mayor			Your Mothers Anus		1
Wichita	City Mayor	Larry	D.	Randle	Jr.	1

2015 City/School General Election

Official Results

Write-In Report
April 7, 2015

District Name	Office	First Name	Middle Name	Last Name	Additional Information	Vote Elected
Wichita District 2	City Council Member	Jennifer		Baysinger		5
Wichita District 2	City Council Member	Brent		Davis		2
Wichita District 2	City Council Member	David		Fusilier		2
Wichita District 2	City Council Member	Dan		Heflin		2
Wichita District 2	City Council Member	Anthony	K.	Mitchell		2
Wichita District 2	City Council Member			0		1
Wichita District 2	City Council Member	Dylan		Barrow		1
Wichita District 2	City Council Member	Daniel		Benson		1
Wichita District 2	City Council Member	Steve		Cisneros		1
Wichita District-2	City Council Member	Jonell		Davis		1
Wichita District 2	City Council Member	Susan	Oliver	Estes		1
Wichita District 2	City Council Member	Bryan		Frye		1
Wichita District 2	City Council Member	Peter		Kelley		1
Wichita District 2	City Council Member	BRUCE		KLEWER		1
Wichita District 2	City Council Member			Lucille Ball		1
Wichita District 2	City Council Member	Gregg		Marshall		1
Wichita District 2	City Council Member			Neither		1
Wichita District 2	City Council Member			Neither One		1
Wichita District 2	City Council Member			No Vote		1
Wichita District 2	City Council Member	ALICE		OSBURN		1
Wichita District 2	City Council Member	Jim		Price		1
Wichita District 2	City Council Member	SUE		SCHLAP		1
Wichita District 2	City Council Member	Lon		Smith		1
Wichita District 2	City Council Member	David		Sweely		1
Wichita District 2	City Council Member	Bob		Weeks		1
Wichita District 2	City Council Member	Jennifer		Winn		1

2015 City/School General Election

Official Results

Write-In Report
April 7, 2015

District Name	Office	First Name	Middle Name	Last Name	Additional Information	Vote Elected
Wichita District 4	City Council Member	STAN		REESER		4
Wichita District 4	City Council Member	Jennifer		Winn		3
Wichita District 4	City Council Member	William		Belles		1
Wichita District 4	City Council Member			Belles		1
Wichita District 4	City Council Member	Joshua		Broz		1
Wichita District 4	City Council Member	Jim		Crawson		1
Wichita District 4	City Council Member	Cody		Gates		1
Wichita District 4	City Council Member	M.	Carol	Grant		1
Wichita District 4	City Council Member	Fred		Hollister		1
Wichita-District-4	City Council Member	Gynthine		Johnson		1
Wichita District 4	City Council Member			Kyle		1
Wichita District 4	City Council Member	Daniel		Meyers		1
Wichita District 4	City Council Member	Dalton	Jay	Nelson		1
Wichita District 4	City Council Member			NONE OF THE ABOVE		1
Wichita District 4	City Council Member	John		Olson		1
Wichita District 4	City Council Member	Mitch		Orebaugh		1
Wichita District 4	City Council Member	C.		REIMER		1
Wichita District 4	City Council Member	Bill		Self		1
Wichita District 4	City Council Member	Curt		Turner		1
Wichita District 4	City Council Member			Turner		1
Wichita District 4	City Council Member	Richard		Weaver		1
Wichita District 4	City Council Member	Jess		Weinberg		1
Wichita District 4	City Council Member	Eric				1
Wichita District 4	City Council Member	R.		Younger	Dr.	1

2015 City/School General Election

Official Results

Write-In Report
April 7, 2015

District Name	Office	First Name	Middle Name	Last Name	Additional Information	Vote	Elected
Wichita District 5	City Council Member	James		Breitenbach		2	
Wichita District 5	City Council Member	Jennifer		Winn		2	
Wichita District 5	City Council Member	Lamont		Anderson		1	
Wichita District 5	City Council Member	William		Bellies		1	
Wichita District 5	City Council Member	Craig		Bjork		1	
Wichita District 5	City Council Member	Doug		Bowers		1	
Wichita District 5	City Council Member	Matt		Carr		1	
Wichita District 5	City Council Member	John		Doe		1	
Wichita District 5	City Council Member	Chris		Erwin		1	
Wichita-District-5	City-Council-Member	ARVIN		FONTARUM		1	
Wichita District 5	City Council Member	Augustine		Iacopelli		1	
Wichita District 5	City Council Member	Daniel		Meyers		1	
Wichita District 5	City Council Member			Mickey Mouse		1	
Wichita District 5	City Council Member	Hans		Nickel		1	
Wichita District 5	City Council Member			NO		1	
Wichita District 5	City Council Member	Rand		Paul		1	
Wichita District 5	City Council Member	David		Pizzuto		1	
Wichita District 5	City Council Member	Laura		Poschen		1	
Wichita District 5	City Council Member	James		Price		1	
Wichita District 5	City Council Member	Tony		Rangel		1	
Wichita District 5	City Council Member	Josh		Shorter		1	
Wichita District 5	City Council Member	Gregory		Spiegel		1	
Wichita District 5	City Council Member	MARY		WINTER		1	

CERTIFICATE OF CANVASS

STATE OF KANSAS)
 SEDGWICK COUNTY)

Pursuant to K.S.A. 25-3104 the Board of County Commissioners, acting as a Board of Canvassers met at 10:00 a.m. on Monday, April 13, 2015 in the Sedgwick County Election Office, First Floor, Historic Courthouse, to canvass the votes cast in the Special Election conducted in **The City of Wichita, County of Sedgwick** on April 7, 2015 with the following present:

Richard Ranzau, Chairman
 Karl Peterjohn, Chair Pro Tem
 Tim R. Norton, Commissioner—Marvin Duncan, Proxy
 Dave M Unruh, Commissioner
 Jim Howell, Commissioner

The returns of the election were presented to the Board as received from the official conducting the election on the following proposition:

SHALL THE FOLLOWING BE ADOPTED?

An ordinance reducing the penalty for first offense conviction for possession of thirty-two (32) grams or less of cannabis sativa L, otherwise known as marijuana, and/or drug paraphernalia related thereto, by persons twenty-one (21) years of age or older, to an infraction with a fine not to exceed fifty dollars (\$50.00).

Office	Votes	Provisional Votes	Total Votes
Wichita Question			
Vote for 1			
YES	20,075	252	20,327
NO	17,091	92	17,183

The Board proceeded to canvass the votes and found the results of the election on the proposition to be as follows:

Whereupon it was determined that the proposition had carried in Sedgwick County and the returns from the election were approved, and the abstract of election returns was finalized.

The undersigned hereby certify that the foregoing results are shown by the finalized abstract of election returns.

Dated this 13th day of April, 2015.



Richard Ranzau, Chairman



Karl Peterjohn, Chair Pro Tem



Tim R. Norton, Commissioner—Marvin Duncan, Proxy



David M. Unruh, Commissioner



Jim Howell, Commissioner

BOARD OF COUNTY CANVASSERS
SEDGWICK COUNTY, KANSAS

ATTEST:



Tabitha M Lehman
Commissioner of Elections

SEAL

Second Reading Ordinances for April 28, 2015 (first read on April 21, 2015)

A. Building Façade Improvements at 818-826 West Douglas. (District VI)

ORDINANCE NO. 49-980

AN ORDINANCE ADJUSTING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF PROPERTY LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS (FAÇADE IMPROVEMENTS – 818, 822 AND 826 WEST DOUGLAS FAÇADE IMPROVEMENT DISTRICT).

B. Asbestos and Lead Based Paint Abatement and Bulding Façade Improvements at 120 E 1st. (District VI)

ORDINANCE NO. 49-981

AN ORDINANCE ADJUSTING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF PROPERTY LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS (FAÇADE IMPROVEMENTS – 120 East 1st STREET IMPROVEMENT DISTRICT).

C. Building Façade Improvements at 623 West Douglas (District IV)

ORDINANCE NO. 49-982

AN ORDINANCE ADJUSTING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF PROPERTY LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS (FAÇADE IMPROVEMENTS – (623 WEST DOUGLAS FAÇADE IMPROVEMENT DISTRICT).

D. Building Façade Improvments at 143 N Rock Island (District VI)

ORDINANCE NO. 49-983

AN ORDINANCE ADJUSTING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF PROPERTY LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS (FAÇADE IMPROVEMENTS – (143 NORTH ROCK ISLAND IMPROVEMENT DISTRICT).

- E. ZON2015-00008 City Zone Change from SF-5 Single-Family Residential to GO General Office on Property Generally Located on the Northwest Corner of West 9th Street North and North McLean Boulevard. (District VI)**

ORDINANCE NO. 49-984

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.

- F. CUP2015-00003 and ZON2015-00010 Amendment to Community Unit Plan DP-305 to Add 1.43 Acres to DP-305 and Rezone the Same Acreage to the Limited Commercial District to Permit the Expansion of an Auto Dealership. (District II)**

ORDINANCE NO. 49-985

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita
City Council Meeting
April 28, 2015

TO: Wichita Airport Authority

SUBJECT: INTRUST Bank, NA
Supplemental Agreement No. 3
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: Since 2007, INTRUST Bank, NA (Intrust) has been providing automatic teller machine (ATM) services at two locations in the current terminal building at Wichita Dwight D. Eisenhower National Airport. There is one ATM located in the pre-security (public area) of the main floor of the terminal building. The second ATM is located in the post-security (passenger) area of the east concourse. The availability of ATM services is an important feature for the convenience of the Airport's customers.

Analysis: Intrust is desirous of extending the term and ATM services in the new terminal. The term commences on May 1, 2015, and ends April 30, 2018. The ATM locations for the new terminal will be consistent with the existing terminal, with one ATM located in pre-security and the second ATM located in post-security in specific locations approved by the Director of Airports.

Financial Considerations: No financial impact is anticipated since the fees will continue at the current fixed rate of \$200 per month, in addition to 50 percent of the surcharge income generated from users of the ATMs. Last year, these fees generated \$2,400 in fixed rent and \$8,246 in commissions, for a total of \$10,646 in revenue for the Airport.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3

By and Between

THE WICHITA AIRPORT AUTHORITY
and
INTRUST BANK, NA

Automated Teller Machine
Wichita Dwight D. Eisenhower National Airport,
Formerly known as, Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 3, dated April 28, 2015, is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, the (OWNER); and INTRUST BANK, NA., (FINANCIAL INSTITUTION).

The parties previously entered into an Agreement dated May 8, 2007 to provide for automated teller machine services in the existing Terminal Building on Wichita Mid-Continent Airport; Supplemental Agreement No. 1, dated May 24, 2011; and Supplemental Agreement No. 2, dated April 23, 2013; and

The OWNER and FINANCIAL INSTITUTION now wish to enter into this Supplemental Agreement No. 3 to modify Exhibit A and extend the term of this Agreement.

In consideration of these covenants and agreements, the parties hereto agree to the following modifications to the original agreement:

1. EXHIBIT A

Exhibit "A" of the Supplemental Agreement No. 1, dated May 24, 2011 shall be **replaced** with the revised Exhibit "A", dated March 18, 2015. Future changes may be made to Exhibit "A", under the authority of the Director of Airports, without requiring formal amendment to the Agreement; provided, however, that such changes shall be subject to the provisions of Article 9 of the Agreement. The parties acknowledge that the original installation of ATMs to conform to this Exhibit A shall be at FINANCIAL INSTITUTION's expense.

2. AIRPORT NAME

All references to Wichita Mid-Continent Airport in the Agreement and all supplemental agreements shall be replaced with Wichita Dwight D. Eisenhower National Airport.

3. LICENSE

Article 1 – License of the Agreement dated May 1, 2007 is modified by replacing the first sentence with the following language:

OWNER does hereby grant to FINANCIAL INSTITUTION a license to install and operate two cash dispensing Automated Teller Machines (ATMs) in the Terminal Building on Wichita Dwight D. Eisenhower National Airport.

4. TERM

Article 1 – Term of Supplemental Agreement No. 2, dated April 23, 2013 shall be **modified** to include the following:

The term of the Agreement shall be extended for a period of three years, commencing May 1, 2015 and ending April 30, 2018.

5. OTHER TERMS

It is understood and agreed that all other terms and conditions of the existing Agreement between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
JEFF LONGWELL, PRESIDENT
"OWNER"

By *[Signature]*
Victor D. White, Director of Airports

ATTEST:

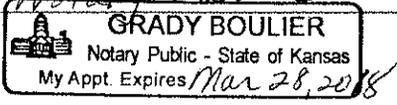
INTRUST BANK, NA

By *[Signature]*

By *[Signature]*

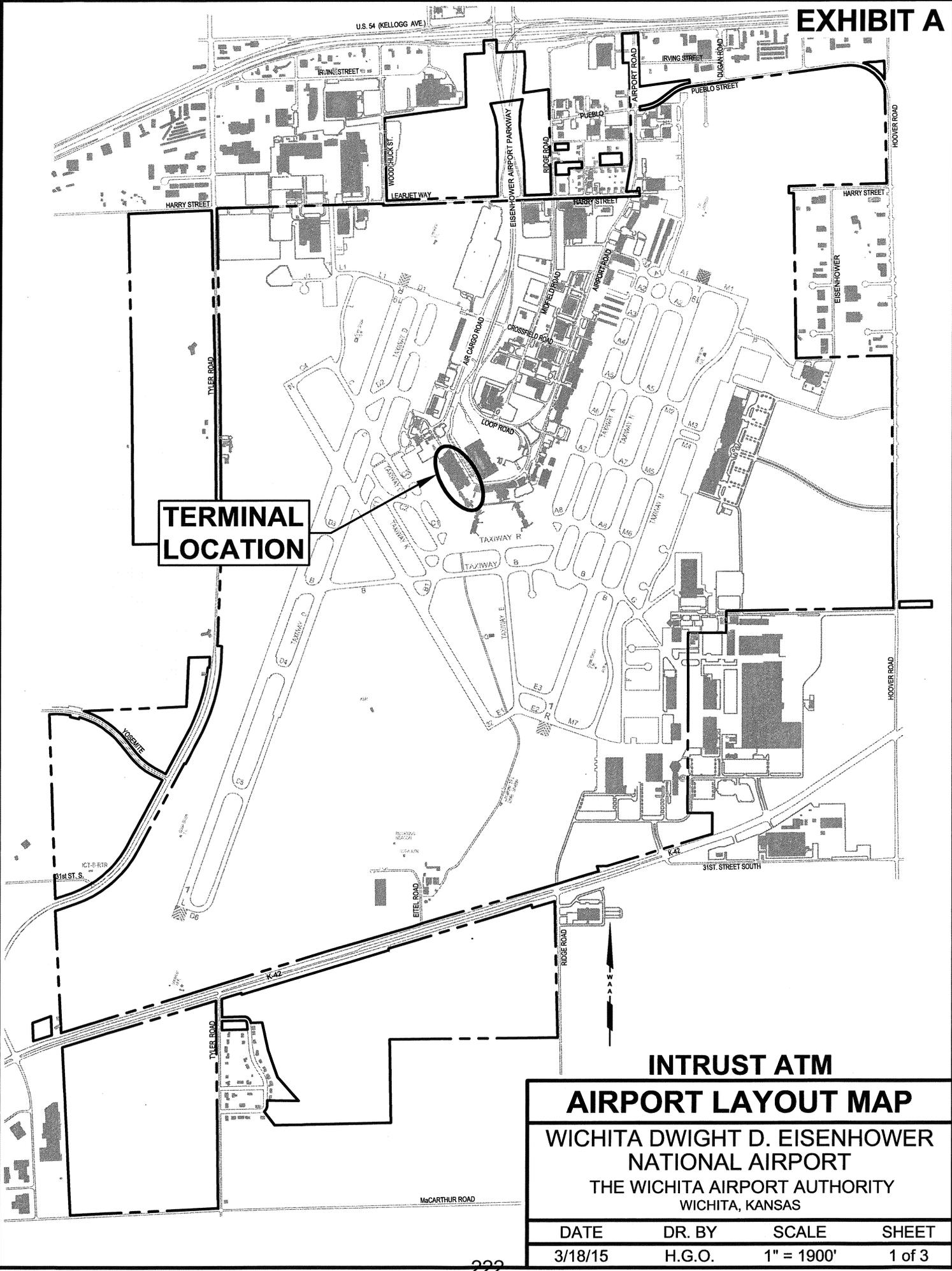
Title *Notary Public*

Title *Sr Mgr. IT*



"FINANCIAL INSTITUTION"

APPROVED AS TO FORM: *Shawn L. [Signature]* Date: *4-9-15*
Director of Law



**TERMINAL
LOCATION**

INTRUST ATM

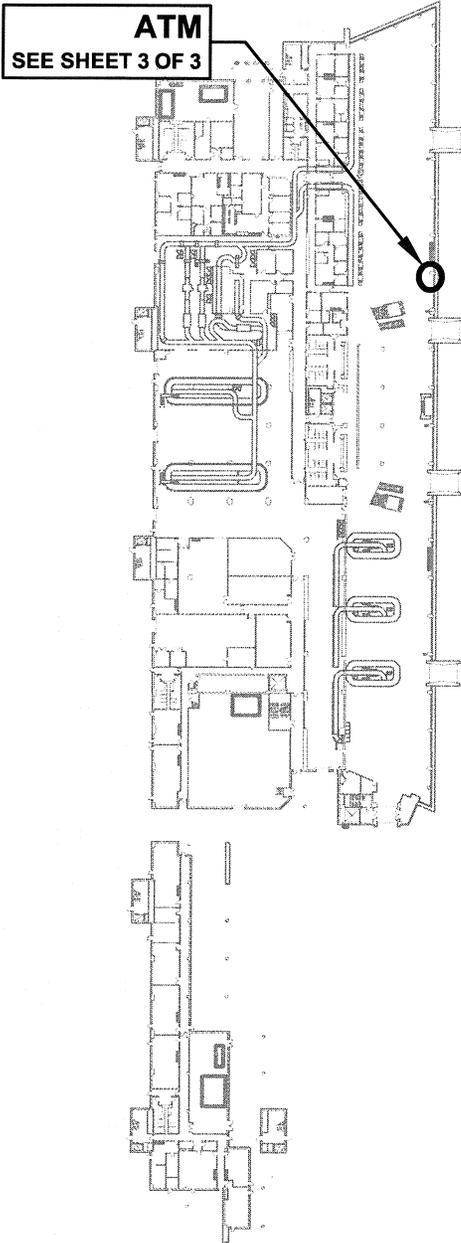
AIRPORT LAYOUT MAP

**WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT**

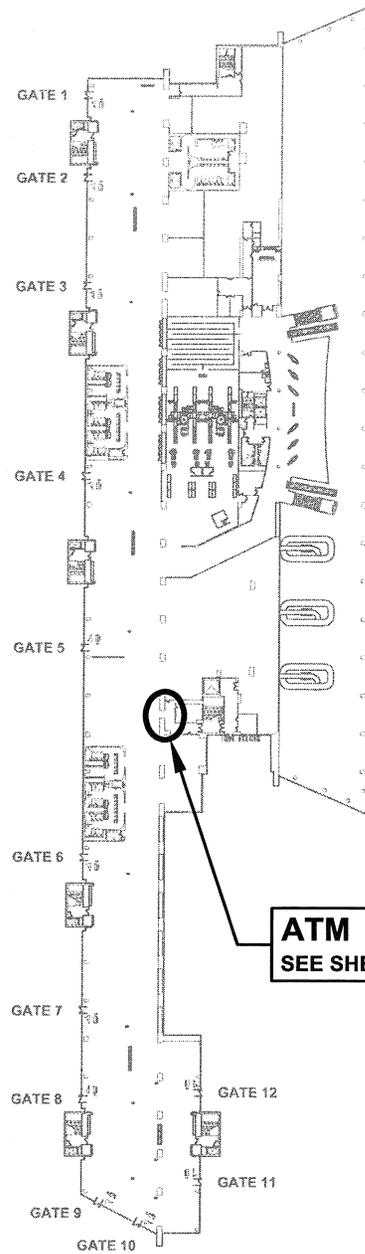
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/18/15	H.G.O.	1" = 1900'	1 of 3

D:\Drawings\214-Terminal New\Other Leases\Intrus2015.dwg, Location, 3/18/2015 1:23:50 PM



1ST FLOOR



2ND FLOOR

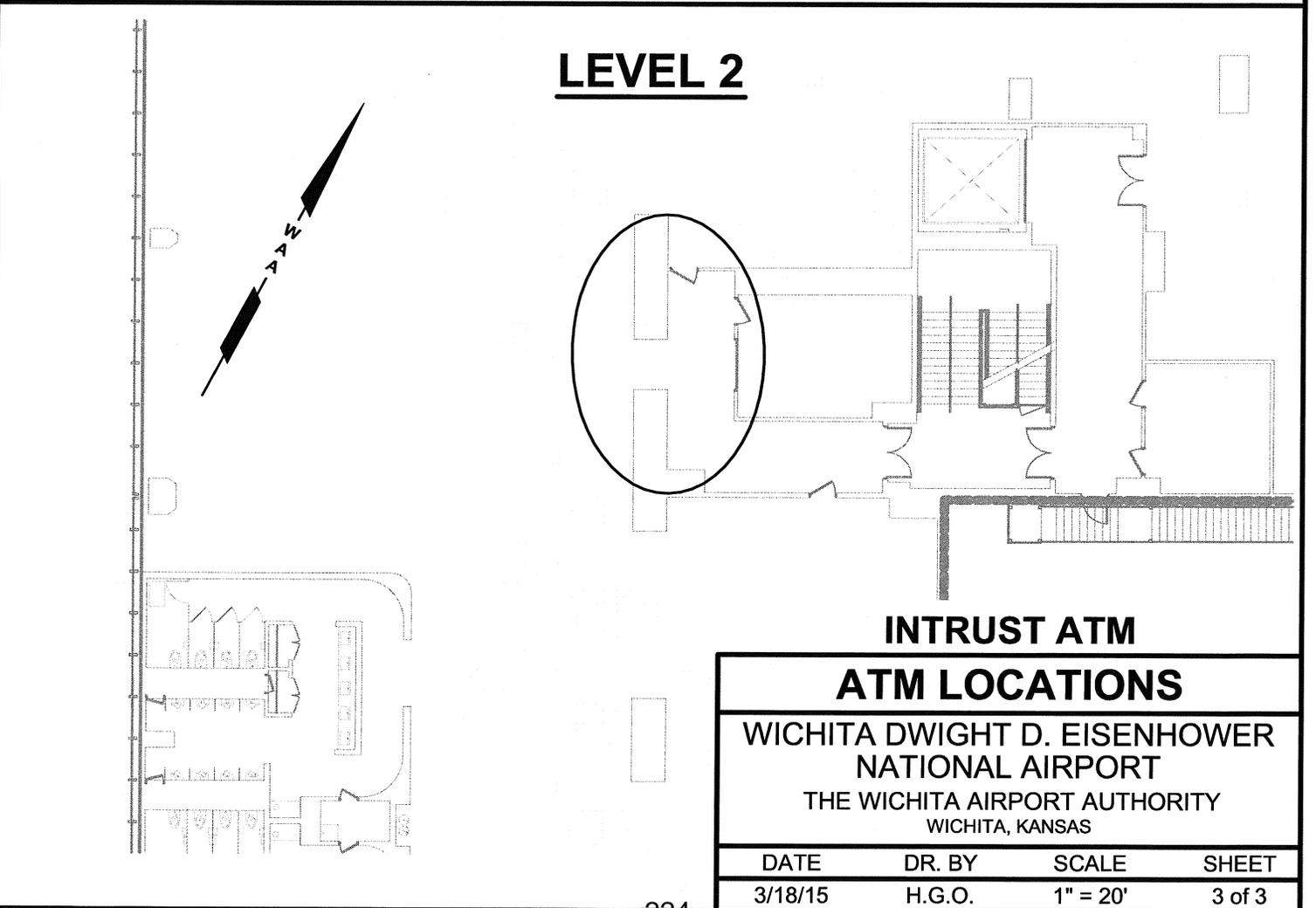
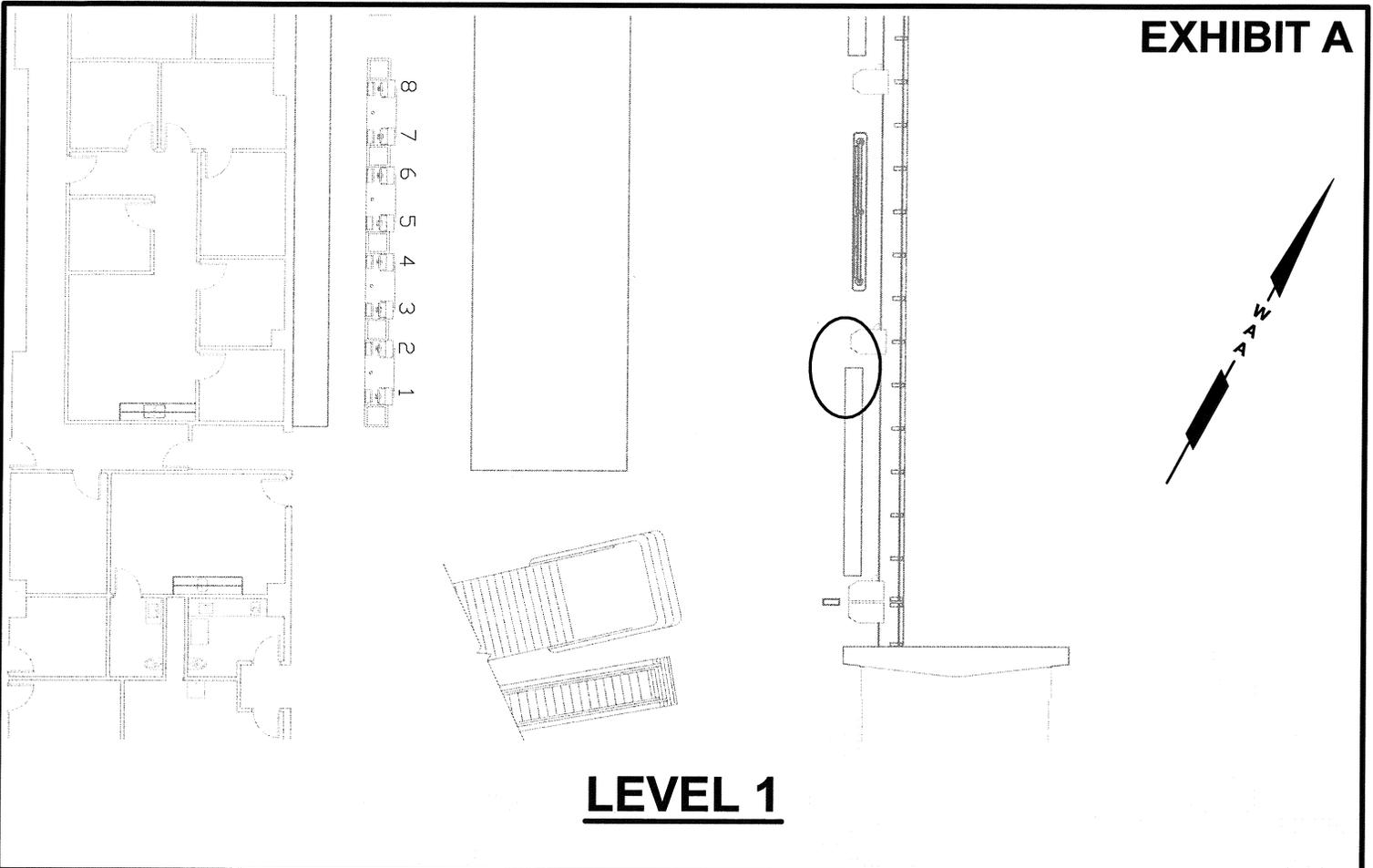


INTRUST ATM

TERMINAL LAYOUT

**WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT**
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/18/15	H.G.O.	1" = 150'	2 of 3



INTRUST ATM

ATM LOCATIONS

**WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS**

DATE	DR. BY	SCALE	SHEET
3/18/15	H.G.O.	1" = 20'	3 of 3