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REVISION:
ITEM IV-5 (CHANGES TO RECOMMENDED ACTION)

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. May 21, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on May 14, 2013

AWARDS AND PROCLAMATIONS

-- Proclamations:

National Missing Children's Day
Asian American and Pacific Islander Heritage Day

I. PUBLIC AGENDA

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

1. Don Landis - Road construction at 127th Street East and Pawnee.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 23)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Approval of Economic Development Incentive Agreement, Starwood Hotels and Resorts Worldwide, Inc. (District III)

   RECOMMENDED ACTION: Approve the Forgivable Loan Agreement with Starwood Hotels and Resorts, Worldwide, Inc., place the Home Rule Ordinance approving the agreement on first reading and authorize the necessary signatures.

2. Community Events - 2013 Wichita River Festival. (Districts I, III, IV and VI)

   RECOMMENDED ACTION: Approve the request for permit for Wichita Festival, inc. 2013 River Festival taking place May 31 through June 8, 2013.

3. Approval of the Resolution to allow Wichita Festivals, Inc. to gate A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel for River Festival 2013. (District I)

   RECOMMENDED ACTION: Adopt the resolution to allow the fencing and charging of admission for events to be held at A. Price Woodard Park and on the lawn adjacent to the Hyatt Regency Hotel, as part of the Wichita River Festival.

4. Proposed Revisions to the Private Security Officers and Private Security Agencies Title 3, Chapter 3.72.

   RECOMMENDED ACTION: Place the ordinance on first reading.

5. Approval of Floating Stage on Arkansas River. (District I)

   RECOMMENDED ACTION: ~~Approve the proposal, approve the Economic Development Initiative grant and authorize the necessary signatures~~. ***Approve the proposal, approve the Economic Development Initiative grant, authorize funding from the Area 3 budget, and authorize the necessary signatures.***

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. ZON2013-0006 – Zone change request from B Multi-family Residential ("B") to NO Neighborhood Office ("NO") on property located at the southeast corner of East Central Avenue and Terrace Drive, 4515 East Central Avenue. (District I)

   RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required); 2) Approve the zone change request including the DAB I recommended Protective Overly PO #274 by making alternative findings, place the ordinance on first reading and authorize the Mayor to sign the ordinance (two-thirds majority vote required); or 3) Return the application to the MAPC for further consideration (simple majority vote required).

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow in Council Chambers

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated May 20, 2013.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2013	(Consumption on Premises)
Su Hua Chen	Kirin Court**	511 South West
Mary T Villar	Mexico Café Delano**	555 West Douglas
Mary T Villar	Villar's Mexico Café**	1860 South Hillside

Renewal	2013	(Consumption off Premises)
Amy Thrasher	Wal-Mart #3283***	10600 West 21st Street North

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

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

3. Preliminary Estimates:
   a. Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events - Special Olympics Kansas Summer Games Opening Ceremony. (District I)
   b. Community Events - Fido 5K.(District III)
   c. Community Events - Kindness Moves Me 5K. (District VI)
   d. Community Events - Women's Half Marathon and 5K Race. (Districts I and VI)

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

5. Agreements/Contract:
   a. Agreement for Traffic Signal Guarantee serving Maize and 29th Street Commercial Addition. (District V)

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

6. Property Acquisitions:
   a. Partial Acquisition of land at 5620 and 6029 West 29th Street for the 29th Street – Ridge to Hoover Road Improvement Project. (Districts V and VI)
   b. Partial Acquisition of land at 5706 West 29th Street for the 29th Street – Ridge to Hoover Road Improvement Project. (Districts V and VI)
   c. Partial Acquisition of 1928 South Meridian and a Vacant Tract of Land in the 1900 Block of South Meridian for the Meridian Drainage Outfall Project. (District IV)

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

7. Minutes of Advisory Boards/Commissions

   Board of Appeals of Plumbers and Gas Fitters, April 3, 2013
   Board of Appeals of Refrigeration, Air Conditioning, Warm Air Heating and Boilers, April 4, 2013
   Joint Investment Committee, April 4, 2013
   Airport Advisory Board, April 1, 2013
   Board of Building Code Standards and Appeals, April 1, 2013

   RECOMMENDED ACTION: Receive and file.

8. Report on Claims for April 2013.

   RECOMMENDED ACTION: Receive and file.

9. Supplemental Agreement No. 2 – Main Water Treatment Plant Evaluation Services, Burns & McDonnell.

   RECOMMENDED ACTION: Approve Supplemental Agreement No. 2 and authorize the necessary signatures.

10. Community Event with Alcohol Consumption - Resolution, Wichita River Festival. (District I)

    RECOMMENDED ACTION: Adopt the resolution.

11. Agreement for Golf Course Pro Shop Sales Services. (Districts I, III, IV, V and VI)

    RECOMMENDED ACTION: Approve the contracts and authorize all necessary signatures.

12. Wichita Pedestrian Master Plan Contract.

    RECOMMENDED ACTION: Approve the contract for professional services with Toole Design Group for the preparation of Wichita Pedestrian Master Plan; authorize the necessary signatures; authorize the use of $178,433 of the funding from the City of Wichita and YMCA Wichita Bicycle and Pedestrian Projects MOU to reimburse the City for contract expenses; and authorize the use of remaining $11,567 from the MOU to reimburse any other costs related to the development of the Wichita Pedestrian Master Plan.

13. Historic Trust Fund Grant Project Agreement with the State Historic Preservation Office to fund roof repairs to the Fresh Air Baby Camp. (District VI)

    RECOMMENDED ACTION: Approve the Heritage Trust Fund Grant Project Agreement and authorize the Mayor to sign the project agreement.

14. Settlement of Claim – Loper C-I Electric Company.

    RECOMMENDED ACTION: Authorize payment of $13,642.84 as a full settlement of all possible claims which were made or could have been made in the claim.

15. Second Reading Ordinances: (First Read May 14, 2013)
    a. Second Reading Ordinances.

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

16. *ZON2013-00004 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located on the southwest side of Zoo Boulevard and Illinois Street, south of 10th Street North. (District VI)

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

17. *ZON2013-00005 and CON2013-00007 – City zone change from Neighborhood Office ("NO") to GO General Office ("GO"), with a Conditional Use for a bank or financial institution; generally located north of 13th Street North on the west side of Webb Road. (District II)

    RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and the Conditional Use subject to the recommended conditions, authorize the Mayor to sign the ordinance and the resolution and place the ordinance establishing the zone change on first reading (simple majority required).

18. *SUB2012-00040 -- Plat of Maize and 29th Commercial Addition located on the northeast corner of 29th Street North and Maize Road. (District V)

    RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading.

19. *SUB2013-00006 -- Plat of Koch Campus Addition located on the north and south side of 37th Street North, between Hillside and Oliver. (District I)

    RECOMMENDED ACTION: Approve the document and plat, authorize the necessary signatures, and place the Ordinance on first reading.

20. *SUB2013-00008 -- Plat of Frontgate Addition located on the south side of Central, west of 127th Street East. (District II)

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

21. *VAC2012-00053 - Request to vacate a portion of a platted access control; generally located east of the 127th Street East – Douglas Avenue intersection. (District II)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

22. *United Airlines, Inc. - Supplemental Agreement No. 13 - Wichita Mid-Continent Airport.

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

23. *Air Capital Terminal 3 (ACT 3) - Supplemental Agreement No. 20, Apron Phase III Glycol Storage Tank Design and Permit - Wichita Mid-Continent Airport.

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

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Approval of Economic Development Incentive Agreement (Starwood Hotels & Resorts Worldwide, Inc.) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Forgivable Loan Agreement and place the Home Rule Ordinance on first reading.

Background: Starwood Hotels and Resorts Worldwide, Inc. ("Starwood"), the owner of hotel brands such as Westin, Sheraton, Four Points and more, is developing a new customer service call center in the United States. Starwood has worked with the Greater Wichita Economic Development Coalition ("GWEDC") to locate in Wichita. Working with the City, Sedgwick County and the State of Kansas, GWEDC developed an incentive package, subject to approval by governing bodies, which includes forgivable loans from the City and Sedgwick County. Starwood has considered Texas and Washington State in addition to Kansas for location of this call center.

The company is asking for approval of the Forgivable Loan Agreement at this time.

Analysis: Starwood Hotels & Resorts Worldwide, Inc. is a hotel and leisure company with 1,134 properties in nearly 100 countries and 171,000 employees at its owned and managed properties. Starwood is a fully integrated owner, operator and franchisor of hotels, resorts and residences with the following internationally renowned brands: St. Regis®, The Luxury Collection, W, Westin, Le Méridien, Sheraton, Four Points by Sheraton, Aloft, and ElementSM.

Associates at the new center will handle calls and emails from customers regarding reservations and the Starwood Preferred Guest loyalty program. This includes all reservation related activities as well as resolving issues with hotel stays. Additional activities include enrollment into the loyalty program, inquiries on point balances and transactions, redemption of earned points for a variety of awards, and account maintenance.

Starwood has proposed the following job creation schedule along with average annual salaries (the NAICS average for this sector is $23,019):

Year	Full Time Equivalents	Per Hour Wage Without Overtime	Average Wage	Total Wages
1	532	$11.45	$23,816	$12,670,112
2	617	$11.95	$24,856	$15,336,152
3	712	$12.50	$26,000	$18,512,000
4	807	$13.00	$27,040	$21,821,280
5	907	$13.40	$27,872	$25,279,904

Starwood considered several sites in Wichita and finally chose to locate the call center in the former Wichita Mall building, now Office This, at 4131 E. Harry in Southeast Wichita. Subject to approval of incentives, Starwood will lease 50,000 square feet of space and spend approximately $5,000,000 on build-out and equipment.

The City of Wichita and Sedgwick County have partnered to offer economic development assistance to Starwood. The City and Sedgwick County will provide $200,000 each in forgivable loan funds to offset build-out and capital investment costs, subject to governing body approval. The State of Kansas has also offered Starwood a forgivable loan from its Job Generation Fund program, along with other incentives.

The attached Forgivable Loan Agreement provides a mechanism for forgiveness of Loan principal in annual installments on a proportional basis. On the first payroll date in July of each year, starting in 2014, the annual job creation and wages will be measured; and one-fifth of the loan amount will be forgiven if the job creation and wage commitments are met. If on any measurement date, Starwood falls short of the required job and wage commitment, the amount to be forgiven shall be reduced by an amount equal to the percentage by which the actual jobs and/or wages were below the commitment for that year. Any loan principal not forgiven shall be due and payable at the end of the five-year loan term. In the event Starwood ceases operations in Wichita during the term of the loan, the entire original principal will be immediately due and payable, plus interest from the start of the loan at a 12% annual percentage rate.

Financial Considerations: The proposed $200,000 forgivable loan to Starwood will be provided from funds budgeted in the Economic Development Fund for economic development incentives in 2013.

As required by the City-County Economic Development Incentive Policy, WSU's Center for Economic Development and Business Research has calculated the return-on-investment for the proposed project, resulting in the following ratios of benefits-to-costs:

City of Wichita	4.40 to one
General Fund	2.20 to one
Debt Service	NA
Sedgwick County	2.16 to one
USD 259	NA
State of Kansas	NA

Legal Considerations: The Law Department has approved the attached Forgivable Loan and Promissory Note and the attached Home Rule Ordinance as to form. The City's exercise of home rule authority is necessary to provide the cash incentive, which requires the adoption of an ordinance for approval.

Recommendations/Actions: It is recommended that the City Council approve the Forgivable Loan Agreement with Starwood Hotels & Resorts, Worldwide, Inc., place the Home Rule Ordinance approving the agreement on first reading and authorize the necessary signatures.

Attachments: Forgivable Loan Agreement and Promissory Note
Home Rule Ordinance

FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Loan Agreement and Promissory Note (the "Agreement"), effective this ____ day of May, 2013, is entered into between the following parties:

Lender: City of Wichita, Kansas ("Lender")
455 N. Main
Wichita, Kansas 67202
Contact Person/Title: Allen Bell, Director of Urban Development
Phone: 316-268-4524 EMAIL: abell@wichita.gov

Borrower: Starwood Hotels & Resorts Worldwide, Inc.
OneStarpoint
Stamford, CT 06902
Contact Person/Title: Associate Gen. Counsel, Real Estate
Phone 203-964-6000 FEIN: 52-1193298

WHEREAS, it has been determined by the Lender that an economic emergency or unique opportunity exists which warrants funding to secure economic benefits or avoid or remedy economic losses; and

WHEREAS, the Borrower has specified that this funding will be used to fund fit-out and capital improvements at the Borrower's new facility in Wichita, Sedgwick County, , Kansas; and

WHEREAS, the Lender has authorized an expenditure of up to $200,000 for the purpose of making a loan to the Borrower under such terms and conditions as may be prescribed by the Lender.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1) **Loan Amount and Terms**: Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of $200,000 within thirty (30) days of the Lender receiving satisfactory documentation that the lease for the new facility has been fully executed ("Loan"). The Loan shall be provided for a sixty (60) month period ("Term"). Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. The Borrower shall have the right to prepay any part or all of the unpaid principal and interest balance at any time without penalty. This loan is not transferable.

2) **Forgiveness of Debt**: The Borrower promises to create and maintain minimum employment levels at the Sedgwick County, Kansas facility at the end of each of five (5) years as shown in the following schedule:

Year	Full Time Equivalents	Per Hour Wage Without Overtime	Average Wage	Total Wages
1	532	$11.45	$23,816	$12,670,112
2	617	$11.95	$24,856	$15,336,152
3	712	$12.50	$26,000	$18,512,000
4	807	$13.00	$27,040	$21,821,280
5	907	$13.40	$27,872	$25,279,904

For purposes of this Agreement, the number of New Full-Time Equivalent Jobs shall be measured based on the first payroll period that ends in July in each of the five measurement years, beginning with July 2014. For purposes of this Agreement, New Full-Time Equivalent Job shall mean (i) one employee located at the new facility who was employed an average of 40 hours (including customary vacation, sick, holiday and personal days) or more per week during such payroll period, or (ii) two or more

employees located at the new facility who were employed a combined average of 40 hours (including customary vacation, sick, holiday and personal days) or more per week during such payroll period. The average annual salary, shall be calculated by multiplying the average hourly wage of the Full-Time Equivalent Jobs as of such payroll by 2080.

The outstanding principal balance will be divided by the total number of years in the term, and the resulting figure will be the Installment. The first date for meeting the first year's job creation commitment shall be the last day of the first payroll period that ends in July, 2014. On this first measurement date and at each of the four (4) measurement dates thereafter (each such measurement date being the last day of the first payroll period that ends in July of such year), where the Borrower has achieved the required job and wage commitment, an amount equal to an Installment, plus any accrued interest, will be forgiven. If, on any of the measurement dates, the Borrower falls short of the required job commitment and or wage commitment, the installment amount to be forgiven shall be reduced by the greater of the following calculations each year:

(i) an amount equal to multiplying the Installment for such year by the percentage by which the new Full-Time Equivalent Jobs, as calculated above, were below the job commitment. For example, if the New Full-Time Equivalent Jobs as measured for Year 2 were ten percent (10%) below the job commitment for such year, ninety percent (90%) of the Installment would be forgiven.

(ii) an amount equal to multiplying the Installment for such year by the percentage by which the actual average annual salary, as calculated above, was below the wage commitment. For example, if the wages for Year 2 were ten percent (10%) below the wage commitment for such year, ninety (90%) of the Installment would be forgiven.

Within 60 days of the expiration of the Term, Borrower shall make a payment to the Lender equal to any remaining outstanding balance, after all forgiveness set forth in this Section 2 has been applied.

3) **Collateral**: None is required under this Agreement.

4) **Mortgage/Security Agreement**: Not applicable.

5) **Insurance**: The Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at its Sedgwick County, Kansas facility. Evidence of such coverage will be provided to the Lender upon request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in this property, and pay the Lender the entire outstanding principal balance and accrued interest. In the event of such loss provided Borrower does not restore or replace the same in Sedwick County, which restoration or replacement must commence within six (6) months of such loss and be diligently pursued to completion, the Borrower agrees to repay the Lender as detailed in section 16(A)(i) below, subject to item (6).

6) **Force Majeure**: In the event that operations at the worksite are impaired or suspended due to uncontrollable forces of nature, the Borrower will be given a reasonable period of time, as determined in the sole discretion of the Lender, in which to reestablish any lost jobs. The term of this agreement will be extended by the length of this period, and no contractual penalty will be imposed on the company during this period.

7) **Release of Mortgage/Security Agreement**: Not applicable.

8) **Life Insurance**: Not applicable.

9) **Use of Funds**: The monies from this loan shall be used by the Borrower to pay for costs related to fit-out and capital improvements at the Borrower's worksite in Wichita, Sedgwick County, Kansas.

Any machinery and equipment obtained using these loan funds will be promptly identified to the Lender, including narrative description and serial number, and will remain in the Sedgwick County, Kansas facility for the duration of this agreement. The Lender or its representative shall be afforded the right of inspection of such machinery and equipment throughout the term of this agreement.

10) **Services Provided to Borrower**: The Lender is not obligated to provide any services to the Borrower other than those specified in the Agreement.

11) **Related Contracts**: The Borrower shall provide, upon request, copies of all contracts entered into by the Borrower for activities covered by the loan monies.

12) **Period of Performance**: The Borrower may be reimbursed with loan funds for expenses incurred prior to the date of this Agreement, if they were made in connection with activities defined in item (9) above.

Activities will terminate when all conditions of the Agreement have been met within any specified time frames, or by mutual consent of all parties to the Agreement, or when a default situation arises, unless the Lender chooses not to terminate the Agreement.

13) **Financial Management**: Borrower shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports, files, documents and other papers pertaining to the funds provided under this Agreement available for audits, examinations and monitoring if requested by Lender; such records will be retained for a period of three (3) years after termination of the loan period or repayment of the debt in full. The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the loan monies.

14) **Monitoring and Reporting**: A random audit, or audits, may be conducted by the Lender, or a designated representative of the Lender, to assure accountability of loan expenditures and examine the status of any machinery and equipment acquired with this loan funding.

The Borrower will provide to Lender, on an annual basis during the Term, a report for the Borrower's Wichita, Sedgwick County, Kansas facility which sets forth the number of Full-Time Equivalent Jobs as described in Section 2 of this Agreement, the average annual salary as defined in Section (2) of this Agreement, and a record of capital investment for the most recent report period and accumulated since the beginning of the report periods. Each report will be submitted within 60 days following the measurement date set forth in Section (2) of this Agreement.

15) **Waivers**: The Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.

16) **Default**: This Agreement shall be considered in default:

(A) Upon any default or failure to properly perform under any clause in this Agreement (or the provisions of any security agreement(s) or mortgage documents which secure this Agreement).

(i) If the Borrower ceases to operate in Wichita, Sedgwick County, Kansas during the Term, the following repayment is required:

a) the entire outstanding principal amount is immediately due and payable, plus

b) any principal and interest previously forgiven as specified in item (2) above, plus

c) interest penalties equal to a twelve percent (12%) compounded annual rate calculated for a 5 year period against the highest outstanding principal amount over the term of the loan.

(ii) Upon audit, any loan funds shown to have been used for other than the intended purposes shall be repaid with interest to Lender by Borrower. Such unintended purposes would include, but not be limited to, the acquisition of machinery and equipment which is not used at the Wichita, Kansas facility throughout the term of this loan. The amount to be repaid shall be such principal plus twenty-five percent (25%) compounding interest accrued from the date of the initial draw-down against this loan.

(iii) If the Borrower otherwise defaults in any manner on the obligations set forth in this Agreement, the following repayment is required:

a) any principal balance outstanding on the loan is due and payable; and

b) interest penalties equal to a twelve percent (12%) compounded annual rate calculated against the principal balance for the period during which it has been outstanding.

(B) Upon any occurrence under this Agreement or security agreements or mortgage documents by which this loan may or shall become due and payable.

(C) At any time that the Lender determines in good faith that the prospect of any payment required by this note is impaired.

In the event of default under this Section, the Lender shall provide the Borrower with thirty (30) days written notice of default and an opportunity to cure such default within the thirty (30) days. If the Borrower fails to cure the default within the thirty (30 day cure period, the Lender may, at its option, declare all unpaid indebtedness evidenced by this Agreement and any modifications thereof, immediately due and payable, without further notice, regardless of date of maturity. The Lender's failure to exercise this option when available at any point in time shall in no way invalidate its right to exercise the option in future default situations. Should it become necessary to collect the monetary obligations of this Agreement through an attorney, the Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

17) **Indemnification**: The Borrower shall indemnify, defend, and hold harmless the Lender and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Borrower or any party in a relationship with the Borrower which is a result of this Agreement. The liability of the Borrower under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Agreement.

18) **Amendments**: Changes to this Agreement will not be effective or binding unless in writing and signed by both parties to the Agreement.

19) **Compliance with the Law**: The Borrower agrees to operate in Sedgwick County, Kansas in full compliance with applicable federal, state and local laws without limitation.

20) **Authorization to Contract**: Before or at the time of execution of the Agreement, the Borrower must be able to provide evidence that it is duly incorporated, in good standing in the state of its incorporation, authorized to do business in the State of Kansas, and authorized to borrow money; and evidence shall be provided that the person executing the Agreement and any supporting documents is authorized to act on behalf of the Borrower in such a transaction.

21) **Termination of Agreement**: Lender may terminate the loan, in whole or in part, in the event of a default by Borrower that continues beyond applicable notice and cure period. The Borrower will receive written notice and the reasons for termination.

22) **Divisibility**: The invalidity of any one or more phrases, sentences, clauses, or section contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof. Further, various headings included in this Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Agreement.

23) **Complete Document**: The parties agree this Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.

24) **Assignment**: The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender, which approval shall not be unreasonably withheld, conditioned or delayed.

25) **Binding Effect**: The provisions of this Agreement shall both bind and benefit the Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.

26) **Notices**. Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Borrower: Starwood Hotels & Resorts Worldwide, Inc.
Attn: Associate General Counsel - Real Estate
One StarPoint
Stamford, CT 06902

County: Wichita City Clerk's Office
455 N. Main, 13th Floor
Wichita, KS 67202

Office of Urban Development
Attn: Allen Bell, Director
455 N. Main, 13th Floor
Wichita, KS 67202

27) **Cash Basis and Budget Laws**. The right of Lender to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Lender shall at all times stay in conformity with such

laws, and as a condition of this Agreement Lender reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

28). **Equal Opportunity and Affirmative Action.**

In carrying out this contract, Borrower shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

A. Borrower shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees for the Wichita, Sedgwick, Kansas facility, Borrower shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Borrower fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Lender.

D. If Borrower 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, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Lender.

E. Borrower shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order directly related to the expenditure of the Loan at the Wichita, Sedgwick, Kansas facility so that such provisions will be binding upon such subcontractor or vendor.

IN WITNESS WHEREOF, the parties have signed their names below.

LENDER:

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

BORROWER:

_____
Name:
Title:

(PUBLISHED IN THE WICHITA EAGLE ON _____, 2013)

ORDINANCE NO. 49-500

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AUTHORIZING, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A ECONOMIC DEVELOPMENT GRANT AGREEMENT BY AND BETWEEN STARWOOD HOTELS & RESORTS WORLDWIDE, INC. AND THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the "City") is authorized by Article 12, Section 5, of the Kansas Constitution to determine, by ordinance, its local affairs and government; and,

WHEREAS, the Governing Body of the City finds and determines that it is desirable to act in cooperation with Sedgwick County and the State of Kansas in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, by taking action to approve an economic development grant, conditioned on local job creation and retention, to assist Starwood Hotels & Resorts Worldwide, Inc., in locating its operations within the City's corporate limits,

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

Section 1. Findings and Approval of Economic Development Grant. The City's Governing Body hereby finds that providing an economic development grant in the amount not-to-exceed $200,000, to Starwood Hotels & Resorts Worldwide, Inc., will advance economic development in Wichita, Kansas and will serve a public purpose.

Section 2. Authorization of the Economic Development Grant Agreement. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Economic Development Grant Agreement presented herewith, by and between Starwood Hotels & Resorts Worldwide, Inc., as Grantee and the City of Wichita as Grantor for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Economic Development Grant Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and

after its adoption by the Governing Body of the City of Wichita, Kansas and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this _____ day of _____, 2013.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

[Seal]

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, City Attorney

Agenda Item No. IV-2

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Community Events - 2013 Wichita River Festival. (Districts I, III, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the licensing report, street closures and request for permit for the 2013 Wichita River Festival, as per the Memorandum of Understanding (MOU) between the City of Wichita (City) and Wichita Festivals, Inc., (WFI).

Background: Since 1972 Wichita Festivals, Inc. has been coordinating and producing a multi-day community celebration attracting local residents and tourists from the state of Kansas and surrounding states. The City entered into a two year MOU with Wichita Festivals, Inc. on December 14, 2010, which outlines the expectations for the sponsorship of the festival by the City of Wichita. In 2013 an automatic extension of one additional year of the MOU was enacted. In-kind services, permits, licenses, street closures and security provided by the Wichita Police Department are clearly outlined in the MOU to ensure the requirements and conditions of the Special Event Ordinance are followed.

Analysis: Wichita Festival, Inc. is coordinating with City of Wichita departments for licensing and street closure requests. Approval of such permit will be in lieu of issuance of individual permits and authorizations identified as necessary.

Financial Consideration: City sponsorship of $40,000 will be taken from the Convention and Tourism fund. The City also agrees to meet the commitment of $50,000 for in-kind services to WFI which is at a level similar to the previous year.

Legal Consideration: The Law department has reviewed and approved the certificate of insurance.

Recommendation/Actions: It is recommended that the City Council approve the request for permit for Wichita Festivals, Inc. 2013 River Festival taking place May 31 through June 8, 2013.

Attachments: River Festival Licensing and Street Closure Request.

Event Name	Location	Date - start	Date - end	Approvals	Event Requirements
2013: 9-day Food Court	CII Drive	2013-05-31 11:00	2013-06-08 22:00	1. Permmision to use site. 2. Permision to hang banners/signage. 3. Permission to use electric box on Douglas & Water. Permission to use waste water (sewer) connection. Permission to use water supply. Permission to use parking lot behind food court.	Street Closings; Fencing; 4. Electrical; 5. Barricades; 6. Generators; Signage; Trash
2013: Admirals Armada	SG CO Historical Mues.	2013-06-02 13:00	2013-06-02 14:00	1. Need approval for parking Windwagon in front of building on William. Permission to use site & hang banners/signs.	2.
2013: Admirals Breakfast (not Pancake)	Abode Venue	2013-05-31 7:30	2013-05-31 9:00	NA	
2013: Admirals' Dinner	TBD	2013-06-02 10:00	2013-06-02 12:30	NA	
2013: Admirals' Pancake Feed	WaterWalk (Hyatt Lawn)	2013-06-01 7:30	2013-06-01 11:00	1. Permission to use site. 2. Permission to hang banners/signage. 3. Permission Chris Cakes. 4. Permission to set electrical panels at N.E. corner of lawn from ground source.	Trash; Signage; Electrical; Tents; Generators; Handwashing Stations
2013: Armed Forces Appreciation Day	Kennedy Plaza	2013-06-04 4:00	2013-06-04 15:30	1. Permmision to use site. 2. Permision to hang banners/signage.	
2013: Art In The Park	A. Price Woodard Park	2013-05-31 11:00	2013-06-08 22:00	1. Permmision to use site. 2. Permision to hang banners/signage.	

2013: ATM's	Various (A. Price Woodard Park, Kennedy Plaza, Hyatt Lawn, Lot A, Lot B, Lot D, CII Drive, other locations to be determined)	2013-05-31 11:00	2013-06-08 22:00	1. Permmision to use site. 2. Permision to hang banners/signage.	
2013: Beach Party - KP	Kennedy Plaza	2013-06-08 12:00	2013-06-08 22:00	1. Permmision to use site. 2. Permision to hang banners/signage. 3. Permission to place sand on KP.	Street Closings
2013: Beach Volleyball - KP	Kennedy Plaza	2013-06-08 12:00	2013-06-08 14:00	1. Permission to use site & hang banners/signs.	
2013: Beach Volleyball Prelim	OJ Watson Park	2013-06-07 17:00	2013-06-07 19:30	1. Permission to use site. 2. Permission to hang banners/signs. 3. Permission to use electricity. 4. Permission to use parks volleyball nets and courts.	
2013: Big Brothers & Big Sisters at Riverfest	Tripodal Grass Area at Century II	2013-06-08 2:45	2013-06-08 3:00	1. Permission to use site & hang banners/signs.	
2013: Bike Valet	Wichita Public Library West side	2013-05-31 15:00	2013-06-08 22:00	1. Use of the land from library. 2. Permission to use site & hang banners/signs.	Chairs; Tables; Signage
2013: Block Party - WW	WaterWalk (Hyatt Lawn, Lot D, Waltzing Waters Area)	2013-06-05 21:45	2013-06-05 21:45	1. Permission to use site. 2. Permission to hang banners/signs. 3. Permission to use electricity.	Street Closings
2013: Bowling Challenge - Northrock Lanes	Northrock Lanes	2013-05-31 11:00	2013-06-09 23:00	NA	

2013: Buckaroo/Buckarette Rodeo	Tripodal Grass Area at Century II	2013-06-05 17:00	2013-06-05 21:00	1. Permission to use site. 2. Permission to hang banners/signage. 3. Permission to leave skid steers overnight and remove Thursday morning (with APW food security overnight). 4. Permission to park truck and trailers at 1st and Waco during event.	
2013: Bud Light Beer Garden	Kennedy Plaza	2013-05-31 11:00	2013-06-08 22:00	1. Permission to use site. 2. Permission to hang banners/signs. 3. Permission to use electricity.	
2013: Cajun Food Fest	CII Exhibition Hall/Kennedy Plaza	2013-06-06 17:00	2013-06-06 20:30	1. Permission to use site. 2. Permission to hang banners/signs. 3. Permission to use electricity.	
2013: Ark Riv Coalition River Rides	Big Arkansas River/Under Douglas St. Bridge (East Bank)	2013-06-01 10:00	2013-06-02 20:30	1. Permission to use waterway from Kansas Wildlife & Parks Department. 2. Permission to hang banners/signage. 3. Permission to use waterway from City of Wichita Park Department.	Radio; Tables; Chairs
2013: Canstruction	CII Exhibition Hall	2013-06-06	2013-06-08	1. Permission to use site & hang banners/signs.	
2013: Cardboard Regatta	Big Arkansas River/Exploration Place Sand Bar	2013-06-02 13:00	2013-06-02 15:00	1. Permission to use sight &hang banners/signs.	
2013: Carnival Rides & Inflatables	A. Price Woodard Park	2013-05-31 10:00	2013-06-08 17:00	1. Permission to use sight &hang banners/signs. 2. Permission to use electricity.	
2013: Celebrate Abilities	Kennedy Plaza	2013-06-04 17:00	2013-06-04 20:00	1. Permission to use site & hang banners/signs.	

2013: Chalk It Up	A. Price Woodard Park	2013-05-31 10:00	2013-06-08 22:00	1. Permission to use site & hang banners/signs.	
2013: Children's Theatre Production	Wichita Public Library West side	2013-06-04 11:00	2013-06-05 12:30	1. Permission to use site & hang banners/signs.	
2013: Concert 2nd Saturday	Kennedy Plaza	2013-06-08 16:00	2013-06-08 21:45	1. Permission to use site & hang banners/signs.	
2013: Cruise In	Douglas Ave at Main	2013-06-02 13:00	2013-06-02 20:00	1. Permission to use site & hang banners/signs.	
2013: Dodge Ball	Douglas between Waco and Water	2013-06-01 12:00	2013-06-01 17:00	1. Permission to use site. 2. Permission to hang banners/signage. 3. Permission to set fence.	Bullhorn; Trash; Electrical; Tables; Chairs
2013: East vs. West Bash-A-Truck	WaterWalk (Waltzing Waters Area)	2013-06-06 17:00	2013-06-06 21:45	1. Permission to use site & hang banners/signs.	
2013: Egg Toss	Kennedy Plaza; Douglas between Waco & Water	2013-06-02 11:00	2013-06-02 22:00	1. Permission to use site & hang banners/signs.	

2013: Fireworks - Closing Night	Kennedy Plaza, West Bank Stage Area, McLean behind Lawrence Dumont Stadium	2013-06-08 21:45	2013-06-08 22:15	1. Permission to use site & hang banners/signs.	Street Closings; Fencing
2013: Fireworks - Opening Night	West Bank Stage Area	2013-05-31 21:45	2013-05-31 22:30	1. Permission to use site & hang banners/signs.	Street Closings; Fencing
2013: Food Court Stage	CII	2013-05-31	2013-06-08	1. Permission to use site & hang banners/signs.	
2013: Fun Walk	WaterWalk	2013-06-01 9:45	2013-06-01 9:45	1. Permission to use site & hang banners/signs.	
2013: Funnel Cake Eating Contest	Kennedy Plaza	2013-06-08 18:00	2013-06-08 18:30	1. Permission to use site & hang banners/signs.	
2013: Golf Tournament	Crestview Country Club	2013-06-07 7:30	2013-06-07 14:30	1. Permission to use site & hang banners/signs.	
2013: Helicopter Rides	West Bank Stage Area	2013-05-31	2013-06-08	1. Permission to use site. 2. Permission to place 2) 10'x10' canopies.	Barricades; Restrooms; Trash
2013: Horse Rides	Wichita Public Library West side	2013-05-31	2013-06-08	1. Permission to unload on Tlalmepanta Street. 2. Bag meters on Tlalmepanta Street. 3. Permission to hang banners/signage.	Trash; Handwashing Stations
2013: Ice Cream Social	Douglas between Waco and Water	2013-06-05 18:30	2013-06-05 20:00	1. Permission to use site. 2. Permission to place A frames for evening with signage/banners 3. Permission to give away ice cream.	Bullhorn; Trash

2013: Ice Hockey Tournament	Wichita Ice Center	2013-06-07	2013-06-09	NA	
2013: Ice Hockey Competition	Wichita Ice Center	2013-05-31	2013-06-08	NA	
2013: Ice Skating Competition	Wichita Ice Center	2013-06-08 15:00	2013-06-08 18:00	NA	
2013: Jet Ski Racing	E. Riverbank, Between Gander Mnt. & Fltng Stage	2013-06-01	2013-06-02	1. Permission to use site. 2. Permission to hang banners/signage. 3. Permission to use waterway from Kansas Wildlife and Park Department. 4. Permission from City of Wichita Park and Recreation Department to use river banks, bike paths, waterway, and boat ramp. 5. Permission to use 4 wheeler for set up and tear down. 6. Permission to park 4 wheeler and loaded trailer inside the Hyatt lawn venue on Friday 5/31/13 and move out early on Saturday morning 6/1/13. 7. Permission to use Gander Mountains south parking lot. 8. Permission to move deer stands and other objects in Gander Mountain parking lot to clear adequate space for event staging in Ganders south lot.	Restrooms; Trash; Electrical
2013: Kansas Army National Guard Display	WaterWalk (Waltzing Waters Area)	2013-06-05	2013-06-08	1. Permission to use site & hang banners/signs. 2. Permission to use electricity.	Generators
2013: Kansas Lottery - Get Your Tickets & Win	CII Food Court	2013-06-08 18:00	2013-06-08 18:30	1. Permission to use site & hang banners/signs.	
2013: Kids Pedal Tractor Pull	WaterWalk (Wichita Boathouse Parking Lot)	2013-06-07 10:00	2013-06-07 14:00	1. Permission to use site & hang banners/signs.	

2013: Kids' Corner	A. Price Woodard Park	2013-05-31 14:00	2013-06-08 17:00	1. Permission to use site & hang banners/signs. 2. Permission to use electricity.	
2013: Kids' Corner Octopus Sculpture	A. Price Woodard Park	2013-05-31 11:00	2013-06-09 14:00	1. Permission to use site & hang banners/signs.	
2013: KP Concert: 1st Friday	Kennedy Plaza	2013-05-31 20:30	2013-05-31 21:30	1. Permissionto use site. 2. Permissiom to discharge cannons. 3. Permission for Flyover from FAA and Pentagon submit DD Form 2535. 4. Permisson to hang banners/signage.	Radio; Barricades; Sound; Street Closings
2013: KP Concert: 1st Saturday	Kennedy Plaza	2013-06-01 16:00	2013-06-01 21:45	1. Permission to use site & hang banners/signs.	Street Closings
2013: KP Concert: 2nd Friday	Kennedy Plaza	2013-06-07 18:00	2013-06-07 21:45	1. Permission to use site & hang banners/signs.	Street Closings
2013: KP Concert: Monday	Kennedy Plaza	2013-06-03 12:30	2013-06-03 21:00	1. Permission to use site 2. Permission to place banners/signage 3. Permission to use CII Exhibition Hall for rain plan	Chairs; Tables; Tents; Street Closings
2013: KP Concert: Sunday	Kennedy Plaza	2013-06-02 15:00	2013-06-02 21:45	1. Permission to use site & hang banners/signs.	Street Closings
2013: KP Concert: Thursday	Kennedy Plaza	2013-06-06 20:15	2013-06-06 21:45	1. Permission to use site & hang banners/signs.	Street Closings

2013: KP Concert: Tuesday	Kennedy Plaza	2013-06-04 20:15	2013-06-04 21:45	1. Permission to use site & hang banners/signs.	Street Closings
2013: KP Concert: Wednesday	Kennedy Plaza	2013-06-05 20:15	2013-06-05 21:45	1. Permission to use site & hang banners/signs.	Street Closings
2013: KWCH Hi Fi Hop Twist-Off	Kennedy Plaza	2013-06-02 8:00	2013-06-02 10:00	1. Permission to use site & hang banners/signs.	
2013: Marketplace	CII Exhibition Hall	2013-06-06 17:00	2013-06-08 21:00	1. Permission to use site & hang banners/signs.	
2013: Military Salute	Veterans Memorial Park	2013-06-04 18:30	2013-06-04 18:30	1. Permission to use site & hang banners/signs.	
2013: Museums & Attractions Fun Days	Exploration Place	2013-05-31 10:00	2013-06-08 20:00	1. Permission to use site & hang banners/signs.	
2013: Opening Ceremony	Floating Stage	2013-05-31 11:30	2013-05-31 11:45	1. Permission to use site & hang banners/signs.	
2013: Opening Ceremony	Floating Stage			1. Permission to use site & hang banners/signs.	

2013: Paddle Boats on the River	Big Arkansas River (under Douglas Street Bridge, East Bank)	2013-05-31 11:00	2013-06-08 20:30	1. Permission to use site & hang banners/signs.	
2013: Paddle, Pedal, and Play; Triathlon	Big Arkansas River (Exploration Place Sandbar)	2013-06-02 9:00	2013-06-02 12:00	1. Permission to use site & hang banners/signs.	
2013: Paper Airplane Drop	Kennedy Plaza	2013-06-02 11:00	2013-06-02 12:00	1. Permission to use site & hang banners/signs.	
2013: Petting Zoo/Pony Rides	West End of Kennedy Plaza/Tripodal Area, A. Price Woodard Park	2013-06-05 17:00	2013-06-05 21:00	1. Permission to use site & hang banners/signs.	
2013: Photobooth	TBD	2013-05-31	2013-06-08	1. Permission to use site & hang banners/signs.	
2013: Poker Run	Douglas between Waco and Water	2013-06-02 12:00	2013-06-02 17:00	1. Permission to use LDS site. 2. Permission to hang banners/signage.	Restrooms; Trash; Tables; Chairs
2013: Portrait with the Admiral	CII Exhibition Hall	2013-06-08 17:00	2013-06-08 18:00	1. Permission to use site & hang banners/signs.	
2013: Red Cross Blood Drive	Red Cross	2013-06-01 9:00	2013-06-01 15:00	1. Permission to use site & hang banners/signs.	

2013: River Run	WaterWalk (Hyatt Lawn, various streets throughout the area)	2013-06-01 7:00	2013-06-01 12:00	1. Permission to use site. 2. Permission to hang banners/signage. 3. Permission to discharge cannon to start each race. 4. Permission to set media inflatable. 5. Permission for packet pick up inside WaterWalk	Tents; Tables; Chairs; Bullhorn; Wireless microphones; 2013: River Run; Barricades; Radio; Restrooms; Signage; Sound; Trash; Electrical; T-Shirts; Street Closings
2013: River Run 10K	WaterWalk (Hyatt Lawn, various streets throughout the area)	2013-06-01 7:00	2013-06-01 7:00	1. Permission to use site & hang banners/signs.	
2013: River Run 2 Mile Wheelchair	WaterWalk (Hyatt Lawn, various streets throughout the area)	2013-06-01 9:25	2013-06-01 9:25	1. Permission to use site & hang banners/signs.	
2013: River Run 2M	WaterWalk (Hyatt Lawn, various streets throughout the area)	2013-06-01 9:30	2013-06-01 9:30	1. Permission to use site & hang banners/signs.	
2013: River Tours	Drury Park; East Bank of River, North of Douglas	2013-05-31 16:00	2013-06-08 20:00	1. Permission to use waterway from KS Wildlife and Parks Department 2. Permissions to hang banners/signage. 3. Permission to use waterway from City of Wichita Park Department 4. Permission to set 10x10 tent on Friday, May 31. 5. Permission to set storage unit under bridge on Friday, May 31. 6. Permission to use 5 spaces at 1st and Waco lot for boat trailers and extra storage. Need 4 vehicle passes (marked for Drury)	

2013: Riverfest Photography Contest	Various			NA	
2013: Sandcastle Build	Kennedy Plaza	2013-06-08 12:00	2013-06-08 22:00	1. Permission to use site & hang banners/signs.	
2013: Senior AM	WaterWalk (Hyatt Lawn)	2013-06-03 3:00	2013-06-07 7:00	1. Permission to use site & hang banners/signs.	Signage; Tables; Chairs; Tents
2013: Senior Gala	Botanica	2013-06-05 19:00	2013-06-05 22:00	1. Permission to use site. 2. Permission to hang banners/signage.	
2013: Shred It Day	WaterWalk (Hyatt Lawn)	2013-06-08 3:00	2013-06-08 5:00	1. Permission to use site & hang banners/signs.	
2013: Softball Tournament	South Lakes Sport Complex	2013-06-01 9:00	2013-06-08 22:00	1. Permission to use site. 2. Permission to hang banners/signage.	
2013: Specs Criterium Race - Downtown	Downtown	2013-06-02 9:00	2013-06-02 17:00	1. Permission to use site. 2. Permission to hang banners/signage.	Radio; Barricades; Restrooms; Trash; Street Closings
2013: Specs Criterium Race - Oak Park	Oak Park	2013-06-01 12:00	2013-06-01 18:45	1. Permission to use site. 2. Permission to hang banners/signage.	Barricades; Street Closings

2013: Speedy Cash Grab	WaterWalk (Lot D)	2013-06-05 18:00	2013-06-05 21:30	1. Permission to use site & hang banners/signs.	
2013: Staging Area	Lot on SW corner of Sycamore & 2nd Street	2013-05-28 18:00	2013-06-10 21:30	1. Permission to use site & hang banners/signs.	
2013: Stand Up Paddle Boards	Big Arkansas River (under Douglas Street Bridge, East Bank)	2013-05-31	2013-06-08	1. Permission to use site & hang banners/signs.	
2013: Sundown Parade	Downtown	2013-05-31 18:30	2013-05-31 20:00	1. Ensure that timed sprinklers at City Building are shut off 2. Arrange for street sweepers following parade and into staging areas. 3. Permission to place 4 food vendors at the following locations: 1st/ Main, Douglas/ Water; 3rd/ Main, & Central/ Main. 4. Permission to hand banners/signage. 5. Permission to have inflatables in the parade.	Radio; Bullhorn; Barricades; Restrooms; Chairs; Street Closings; Trash
2013: Tallgrass Smallgrass	Exploration Place	2013-06-04 11:00	2013-06-06 15:00	1. Permission to use site & hang banners/signs.	
2013: The Eagle Medallion Hunt	TBD	2013-05-31 7:00	2013-06-08 20:00	NA	
2013: Tot Trot	WaterWalk, Wichita Boathouse	2013-06-01 10:45	2013-06-01 10:45	1. Permission to use site & hang banners/signs.	

2013: Touch a Truck WW	WaterWalk (Lot D, Hyatt Lawn, Waltzing Waters Area)	2013-06-06 17:00	2013-06-06 21:45	1. Permission to use site & hang banners/signs.	Street Closings
2013: Tug of War	Kennedy Plaza	2013-06-08 14:00	2013-06-08 15:30	1. Permission to use site & hang banners/signs.	
2013: Volunteer Parking Lot	1st & Waco Lot	2013-05-30 14:00	2013-06-08 15:30	1. Permission to use site & hang banners/signs.	
2013: WaterWalk Food Court	WaterWalk (Lot D)	2013-06-05 17:00	2013-06-08 18:00	1. Permission to use site & hang banners/signs.	
2013: WaterWalk Pavilion	WaterWalk (Hyatt Lawn)			1. Permission to use site & hang banners/signs.	
2013: WFI Sponsor Party - Closing Night	CII Balcony	2013-06-08 19:00	2013-06-08 22:30	1. Permission to use site & hang banners/signs.	
2013: WFI Sponsor Party - Opening Night	CII Balcony	2013-05-31 19:00	2013-05-31 22:30	1. Permission to use site & hang banners/signs.	
2013: WFI Sponsor Party - Thursday	CII Balcony	2013-06-06 19:00	2013-06-06 22:30	1. Permission to use site & hang banners/signs.	

2013: Wingnuts Professional Baseball	Lawrence Dumont Stadium	2013-06-05 18:00	2013-06-05 22:00	1. Permission to use site. 2. Permission to hang banners/signage.	Signage
2013: World Record Event	TBD			1. Permission to use site & hang banners/signs.	
2013: WW Concert 1st Friday: Neon DJ Party	WaterWalk (Hyatt Lawn)	2013-06-07 20:00	2013-06-07 21:45	1. Permission to use site & hang banners/signs.	Street Closings
2013: WW Concert 2nd Saturday	WaterWalk (Hyatt Lawn)	2013-06-08 19:00	2013-06-08 21:45	1. Permission to use site & hang banners/signs.	Street Closings
2013: Zipline	Big Arkansas River; A. Price Woodard Park, West river bank of Big Arkansas	2013-05-31	2013-06-08	1. Permission to sue sites 2. Permission to temporarily install 4 utility poles per site map 3. Permission to place zip line across the Arkansas River	Tents; Chairs; Tables
2013: Zumba	WaterWalk (Waltzing Waters Area)	2013-06-08 9:00	2013-06-08 18:00	1. Permission to use site & hang banners/signs.	

Kansas Health Foundation River Run Street Closings
Saturday, June 1, 2013 4:00 am - 11:00 am

1. Lewis Street, McLean Boulevard to Waterman Street
2. Waterman Street, Lewis Street to Washington Avenue
3. Wichita Street, Dewey Street to Lewis Street
4. Water Street, Waterman Street to Main Street
5. Main Street, Lewis Street to English Street
6. Market Street, Lewis Street to Douglas Avenue
7. Broadway Avenue, Lewis Street to First Street
8. Topeka Street, Lewis Street to First Street
9. Emporia Street, Lewis Street to Douglas Avenue
10. St. Francis Street, Waterman Street to Mead Street
11. Commerce Street, Waterman Street to Mead Street
12. Mead Street, Waterman Street to Douglas Avenue
13. Douglas Avenue, Washington Street to Sycamore Street
14. Main Street, First Street to Williams Street
15. Waco Street, Douglas Avenue to Ninth Street
16. First Street/Second Street, McLean Boulevard to Wichita Street
17. Second Street, Wichita Street to Riverview Street
18. Third Street, Wichita Street to Waco Street
19. Central Avenue, Main Street to Greenway Boulevard
20. Murdock Street, Water Street to West Stackman Drive
21. Eight Street, Waco Street to Backbay Boulevard
22. Backbay Boulevard, Eight Street to Ninth Street
23. Ninth Street, Backbay Boulevard to Bitting Street
24. Jefferson Street, Eighth Street to Oak Park Drive
25. Oak Park Drive, Bitting Street to Eleventh Street
26. Bitting Street, Tenth Street to West River Boulevard
27. Forest Street, Oak Park Drive to Eleventh Street
28. Eleventh Street, Oak Park Drive to West River Boulevard
29. Briggs Street, West River Boulevard to Litchfield Street
30. Litchfield Street, West River Boulevard to Faulkner Street
31. Faulkner Street, West River Boulevard to Buffum Street
32. Buffum Street, West River Boulevard to Carter Street
33. Carter Street, West River Boulevard to Riverside Avenue
34. Riverside Avenue, West River Boulevard to Nims Street
35. Nims Street, Franklin Street to West River Boulevard
36. Wiley Street, West River Boulevard to Murdock Street
37. West River Boulevard, Eleventh Street to Murdock Street
38. Stackman Drive, Murdock Avenue to Central Avenue
39. Nims Street, Riverside Park Drive to Central Avenue
40. Spaulding Street, Murdock Avenue to Stackman Drive
41. Gilman Street, Murdock Street to Buffum Street
42. Buffum Street, Stackman Drive to Faulkner Street
43. Faulkner Street, Stackman Drive to Pine Street
44. Pine Street, Stackman Drive to Sim Park Drive
45. Sim Park Drive, Stackman Drive to Central Avenue

46. Central Avenue, Nims Street to Seneca Street
47. Seneca Street, Central Avenue to McLean Boulevard
48. McLean Boulevard, Seneca Street to Taft Street
49. Sycamore Street, McLean Boulevard to Maple Street
50. Maple Street, McLean Boulevard to Lewis Street

Event Name	Location	Location Specifics	Street Closings	Street Closure Signage & Barricades
2013: 9-day Food Court	CII Drive		**5/23 at 9:00 am - 6/10 at 11:00 pm** 1. Water St. between Douglas & Tlanepantla	**Type 3 Barricades**: 4 on Water St at Douglas, 4 on Water St at Tlanepantla. **No Right Turn**: 1 westbound on William at Water. **No Left Turn**: 1 westbound on Douglas at CII Drive. **Cones**: 20 -closing off right westbound lane on Tlanepnatla, 20 closing off leftand center westbound on Douglas.
2013: Beach Party - KP	Kennedy Plaza		**7:00 am on 6/8 to 6:00 pm on 6/9** 1. Douglas between Waco & Water St. 2. N. Civic Center Place between Douglas and 1st 3. Willis Coroon Dr. between Douglas and 1st	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).

2013: Block Party - WW	WaterWalk		**3:00 pm - 12:00 am** 1. Lewis St (including Lewis St Bridge) between S McLean Blvd & S Wichita 2. S Wichita St between Lewis St &the Hyatt Driveway 3. S Wichita St between Lewis St & W Dewey St 4. S Water St between W Waterman St & W Dewey St 5. Waterwalk Plc between S Wichita St & S Water St	**Road Closed Ahead**: 1 - east bound on W Maple St west of S McLean Blvd, 1 - west bound on E Waterman St east of S Main St, 1- on E Dewey St east of S Main St, 1- on S Water St south of W Kellogg Ave, 1- on S Wichita St south of W Kellogg Ave **Road Closed**: 1 - east bound on W Lewis St just east of S McLean Blvd, 1 - west bound on W Waterman St just west of S Main St, 1- on S Water St just south of W Dewey St, 1on W Dewey St just east of S Wichita St, 1- on S Wichita St just north of W Dewey St **Type 3 Barricades**: 1 - east bound on W Lewis St just east of S McLean Blvd, 1 - west bound on W Waterman St just west of S Main St, 1- on S Water St just south of W Dewey St, 1on W Dewey St just east of S Wichita St, 1- on S Wichita St just north of W Dewey St **No Right Turn**: 1 - southbound on S Main St just north of W Waterman St, 1 - westbound on W Dewey St at S Wichita St. **No Left Turn**: 1 - northbound on S Main St at W Waterman St **Cones**: 20 - closing off center lane eastbound on W Maple St at S McLean Blvd, 20 - closing off center lane westbound on W Waterman St at S Main St, 10 - closing off left turn lane on S Main St at W Waterman St,
2013: Concert: 1st Friday KP	Kennedy Plaza	Location: Kennedy Plaza Stage Rain Location: Century II Convention Hall	**3:00 pm - 12:00 am** 1. Douglas between Waco & Water St. 2. N. Civic Center Place between Douglas and 1st 3. Willis Coroon Dr. between Douglas and 1st	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).

2013: Concert: 2nd Saturday WW	WaterWalk		**12:00 pm - 12:00 am** 1. Lewis St between Wichita & Hyatt Driveway on Waterman 2. Water between Waterman & Dewey 3. Waterman Plc between Wichita & Water	**Road Closed Ahead**: 1 - east bound Maple St at McLean, 1 - west bound Waterman at Market **Type 3 Barricades**: 1- Lewis St & Wichita, 1- Waterman & Main, 1- Dewey & Wichita, 1- Dewey & Water. **No Right Turn**: 1 - southbound on Main at Waterman, 1 - westbound Dewey at Wichita. **No Left Turn**: 1 - northbound on Main at Waterman. **Cones**: 20 - closing off left lane eastbound on Waterman at Wichita, 20 - closing off center lane westbound on Waterman at Main, 10 - closing off left turn lane on Main at Waterman.
2013: Fireworks - Opening Night	Fireworks Locations	Location: Viewing along the Arkansas River from Lewis to 1st St	**12:00 PM - 11:00 PM** 1. Douglas from Water to Sycamore (12:00 PM - 11:00 PM) 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM) 3. McLean from 1st to Maple (5:30 PM - 11:00 PM) 4. N. Civic Center Place between Douglas and 1st (12:00 PM - 11:00 PM) 5. Willis Coroon Dr. between Douglas and 1st (12:00 PM - 11:00 PM) 6. Waco from Douglas to 1st (5:30 PM - 11:00 PM) 7. Sycamore from McClean to Douglas (12:00 PM - 11:00 PM)	**Road Closed Ahead**: 1 - east bound on Douglas at Osage St., 1 - east bound Douglas at Oak, 1 - West bound Douglas at Market, 1 - West bound Douglas at Broadway. **Left Turn Only**: 1 - East bound on Douglas at Waco, 1 - North bound on McClean at Maple, 1 - East bound on 1st/2nd at McClean **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water **Type 3 Barricades**: 6 - Douglas & Sycamore, 6 - Douglas & Main, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco), 6 - 2nd/1st & McClean.
2013: KP Concert: 1st Saturday	Kennedy Plaza	Location: Kennedy Plaza Stage Rain Location: Exhibition Hall	**10:00 am - 12:00 am** 1. Douglas between Waco & Water St. 2. N. Civic Center Place between Douglas and 1st 3. Willis Coroon Dr. between Douglas and 1st	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).

2013: KP Concert: 2nd Friday	Kennedy Plaza	Location: Kennedy Plaza Stage	**3:00 pm - 12:00 am** 1. Douglas between Waco & Water St. 2. N. Civic Center Place between Douglas and 1st 3. Willis Coroon Dr. between Douglas and 1st	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).
2013: KP Concert: Monday	Kennedy Plaza	* Location: Kennedy Plaza Stage * Rain Location: Exhibition Hall	**3:00 pm - 12:00 am** 1. Douglas between Waco & Water St. 2. N. Civic Center Place between Douglas and 1st 3. Willis Coroon Dr. between Douglas and 1st	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).
2013: KP Concert: Sunday	Kennedy Plaza	Location: Kennedy Plaza Stage	**10:00 am - 12:00 am** 1. Douglas between Waco & Main St. 2. Main St. between Douglas and William 3. Water St. between Douglas and 1st 4. N. Civic Center Place between Douglas and 1st 5. Willis Coroon Dr. between Douglas and 1st 6. Century II Dr. between Douglas and Tlanepantla	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 10 - closing off right hand lane on eastbound Douglas at Waco, 10 - closing off left lane westbound Douglas at Water, 10 - closing off right lane westbound on Douglas at Main, 10 - closing off right lane northbound on Main at Williams. **Type 3 Barricades**: 2 - Douglas & Waco, 2 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco), 4 - Main & Douglas, 2 - Main & William.

2013: KP Concert: Thursday	Kennedy Plaza	Location: Kennedy Plaza Stage	**3:00 pm - 12:00 am** 1. Douglas between Waco & Water St. 2. N. Civic Center Place between Douglas and 1st 3. Willis Coroon Dr. between Douglas and 1st	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).
2013: KP Concert: Tuesday	Kennedy Plaza	Location: Kennedy Plaza Stage	**3:00 pm - 12:00 am** 1. Douglas between Waco & Water St. 2. N. Civic Center Place between Douglas and 1st 3. Willis Coroon Dr. between Douglas and 1st	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).
2013: KP Concert: Wednesday	Kennedy Plaza		**3:00 pm - 12:00 am** 1. Douglas between Waco & Water St. 2. N. Civic Center Place between Douglas and 1st 3. Willis Coroon Dr. between Douglas and 1st	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).

2013: KP: Closing Ceremony - 2nd Saturday	Kennedy Plaza	**9:00 AM - 11:00 PM** 1. Douglas from Water to Sycamore (9:00 AM - 11:00 PM) 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM) 3. McLean from Douglas to Maple (5:30 PM - 11:00 PM) 4. N. Civic Center Place between Douglas and 1st (9:00 AM - 11:00 PM) 5. Willis Coroon Dr. between Douglas and 1st (9:00 AM - 11:00 PM) 6. Waco from Douglas to 1st (5:30 PM - 11:00 PM)	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).

2013: River Run	WaterWalk	Kansas Health Foundation River Run Street Closings Saturday, June 1, 2012 4:00 am - 11:00 am 1. Lewis Street, McLean Boulevard to Waterman Street 2. Waterman Street, Lewis Street to Washington Avenue 3. Wichita Street, Dewey Street to Lewis Street 4. Water Street, Waterman Street to Main Street 5. Main Street, Lewis Street to English Street 6. Market Street, Lewis Street to Douglas Avenue 7. Broadway Avenue, Lewis Street to First Street 8. Topeka Street, Lewis Street to First Street 9. Emporia Street, Lewis Street to Douglas Avenue 10. St. Francis Street, Waterman Street to Mead Street 11. Commerce Street, Waterman Street to Mead Street 12. Mead Street, Waterman Street to Douglas Avenue 13. Douglas Avenue, Washington Street to Sycamore Street 14. Main Street, First Street to Williams Street 15. Waco Street, Douglas Avenue to Ninth Street 16. First Street/Second Street, McLean Boulevard to Wichita Street 17. Second Street, Wichita Street to Riverview Street 18. Third Street, Wichita Street to Waco Street 19. Central Avenue, Main Street to Greenway Boulevard 20. Murdock Street, Water Street to West Stackman Drive 21. Eight Street, Waco Street to Backbay Boulevard 22. Backbay Boulevard, Eight Street to Ninth Street 23. Ninth Street, Backbay Boulevard to Bitting Street 24. Jefferson Street, Eighth Street to Oak Park Drive 25. Oak Park Drive, Bitting Street to Eleventh Street 26. Bitting Street, Tenth Street to West River Boulevard 27. Forest Street, Oak Park Drive to Eleventh Street 28. Eleventh Street, Oak Park Drive to West River Boulevard 29. Briggs Street, West River Boulevard to Litchfield Street 30. Litchfield Street, West River Boulevard to Faulkner Street 31. Faulkner Street, West River Boulevard to Buffum Street 32. Buffum Street, West River Boulevard to Carter Street

			33. Carter Street, West River Boulevard to Riverside Avenue 34. Riverside Avenue, West River Boulevard to Nims Street 35. Nims Street, Franklin Street to West River Boulevard 36. Wiley Street, West River Boulevard to Murdock Street 37. West River Boulevard, Eleventh Street to Murdock Street 38. Stackman Drive, Murdock Avenue to Central Avenue 39. Nims Street, Riverside Park Drive to Central Avenue 40. Spaulding Street, Murdock Avenue to Stackman Drive 41. Gilman Street, Murdock Street to Buffum Street 42. Buffum Street, Stackman Drive to Faulkner Street 43. Faulkner Street, Stackman Drive to Pine Street 44. Pine Street, Stackman Drive to Sim Park Drive 45. Sim Park Drive, Stackman Drive to Central Avenue 46. Central Avenue, Nims Street to Seneca Street 47. Seneca Street, Central Avenue to McLean Boulevard 48. McLean Boulevard, Seneca Street to Taft Street 49. Sycamore Street, McLean Boulevard to Maple Street 50. Maple Street, McLean Boulevard to Lewis Street
2013: Specs Criterium Race - Downtown	Downtown	2nd and Waco	**7:00 am - 5:00 pm** 1. First Street, McLean Boulevard to Water Street 2. Water Street, First Street to Third Street 3. Third Street, Main Street to Waco Street 4. Waco Street, First Street to Central Avenue 5. Central Avenue, Waco Street to Greenway Boulevard 6. Second Street, Riverview Boulevard to Main Street
2013: Specs Criterium Race - Oak Park	Oak Park		**7:00 am - 6:00 pm** 1. 11th St. - From Oak Park Dr. to Forrest St. 2. Forrest St. - From 11th St. north to Oak Park Dr. 3. Oak Park Drive - Forrest St. to 11th St.

2013: Sundown Parade	Downtown	Parade Route: Start: Central and Main; south on Main to Douglas; west on Douglas to Waco; north on Waco to 3rd St N. Staging on Main, north of Central to 11th St N between Water & Market. See street closure/ barricade map for specifics.	Staging: 5:30 p.m. - 9:00 p.m. 1. Main from Central to 11th 2. Elm from Water to Market 3. Pine from Wichita to Market 4. Wichita from Murdock to Central 5. Wichita from Murdock to 8th St. (both ends) 6. Water from Murdock to Elm 7. 8th from Water to Market 8. 9th from Water to Market 9. 10th from Water to Market Central stays open for cross traffic for as long as practical. Parade: 6:00 p.m. - 9:00 p.m. 1. Main from Central to English 2. 2nd from Market to Waco 3. 1st from McLean to Main 4. Waco from Douglas to Central 5. 3rd from Riverview to Market 6. Central from Market to Nims 7. Greenway from Central to Waco 8. Douglas from McLean to Market 9. William from Market ot Main 10. Murdock form Waco to Market 11. Water form Douglas to 3rd Note: Any trafic exiting the Core Area or to/from the Broadview Hotel, CII personnel and Hyatt Service will access via Doguals from McLean. Note: Northwest portion of 1st and McLean intersection remains open for traffic. WPD ultimately controls the actual times of street closings and openings.	**Road Closed Ahead: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main.** **Left Turn Only: 1 - East bound on Douglas at Waco.** **Right Turn Only: 1 - West bound on Douglas at Water.** **Cones: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water.** **Type 3 Barricades: 6 - Douglas/ McLean, 6 - Douglas/ Market, 2 - 1st & N. Civic Center Pl., 2 1st & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).**

2013: Touch a Truck WW	WaterWalk	Lot D and along Waterman extending over bridge if necessary.	**3:00 pm - 12:00 am** 1. Waterman (including Lewis St. Bridge) between McClean & Hyatt Driveway 2. Wichita between Waterman & Dewey 3. Water between Waterman & Dewey 4. Lewis St. between Wichita & Water	**Road Closed Ahead**: 1 - east bound Douglas at Oak, 1 - east bound Douglas at Sycamore, 1 - west bound Waterman at Market, 1 - west bound Waterman at Broadway, **Type 3 Barricades**: 6 - Maple & Mclean, 6 - Waterman & Main, 2 - Dewey & Wichita, 2 - Dewey & Water. **No Right Turn**: 1 - southbound on Main at Waterman, 1 - westbound Dewey at Wichita. **No Left Turn**: 1 - northbound on Main at Waterman. **Cones**: 20 - closing off center lane eastbound on Maple at McClean, 20 - closing off center lane westbound on Waterman at Main, 10 - closing off left turn lane on Main at Waterman.
2013: WW Concert: Neon DJ Party	WaterWalk		**3:00 pm - 12:00 am** 1. Lewis St (including Lewis St Bridge) between S McLean Blvd & S Wichita 2. S Wichita St between Lewis St &the Hyatt Driveway 3. S Water St between W Waterman St & W Dewey St 4. Waterwalk Plc between S Wichita St & S Water St	**Road Closed Ahead: **1 - east bound on W Lewis St at S McLean Blvd, 1 - west bound on W Waterman St at S Main St **Road Closed: **1 - east bound on S Wichita St east where it intersects with W Lewis St, 1 - west bound on S Wichita St at Hyatt Regency Dv **Type 3 Barricades**: 1 - on S Wichita St east where it intersects with W Lewis St, 1- on W Lewis St just east of S Wichita St, 1- on S Water St just north of W Dewey St, 1- on S Main St just south of W Waterman St. **No Right Turn**: 1 - southbound on S Main St just north W Waterman St, 1 - on W Dewey St east of S Water St **No Left Turn**: 1 - on S Main St south of W Waterman St. **Cones**: **20 - closing off left lane eastbound on Waterman at Wichita, 20 - closing off center lane westbound on Waterman at Main, 10 - closing off left turn lane on Main at Waterman.**

Event Name	Location	Location Specifics	Street Closings	Street Closure Signage & Barricades
2013: Block Party - WW	WaterWalk		**3:00 pm - 12:00 am** 1. Lewis St (including Lewis St Bridge) between S McLean Blvd & S Wichita 2. S Wichita St between Lewis St &the Hyatt Driveway 3. S Wichita St between Lewis St & W Dewey St 4. S Water St between W Waterman St & W Dewey St 5. Waterwalk Plc between S Wichita St & S Water St	**Road Closed Ahead**: 1 - east bound on W Maple St west of S McLean Blvd, 1 - west bound on E Waterman St east of S Main St, 1- on E Dewey St east of S Main St, 1- on S Water St south of W Kellogg Ave, 1- on S Wichita St south of W Kellogg Ave **Road Closed**: 1 - east bound on W Lewis St just east of S McLean Blvd, 1 - west bound on W Waterman St just west of S Main St, 1- on S Water St just south of W Dewey St, 1on W Dewey St just east of S Wichita St, 1- on S Wichita St just north of W Dewey St **Type 3 Barricades**: 1 - east bound on W Lewis St just east of S McLean Blvd, 1 - west bound on W Waterman St just west of S Main St, 1- on S Water St just south of W Dewey St, 1on W Dewey St just east of S Wichita St, 1- on S Wichita St just north of W Dewey St **No Right Turn**: 1 - southbound on S Main St just north of W Waterman St, 1 - westbound on W Dewey St at S Wichita St. **No Left Turn**: 1 - northbound on S Main St at W Waterman St **Cones**: 20 - closing off center lane eastbound on W Maple St at S McLean Blvd, 20 - closing off center lane westbound on W Waterman St at S Main St, 10 - closing off left turn lane on S Main St at W Waterman St,

2013: Touch a Truck WW	WaterWalk	Lot D and along Waterman extending over bridge if necessary.	**3:00 pm - 12:00 am** 1. Waterman (including Lewis St. Bridge) between McClean & Hyatt Driveway 2. Wichita between Waterman & Dewey 3. Water between Waterman & Dewey 4. Lewis St. between Wichita & Water	**Road Closed Ahead**: 1 - east bound Douglas at Oak, 1 - east bound Douglas at Sycamore, 1 - west bound Waterman at Market, 1 - west bound Waterman at Broadway, **Type 3 Barricades**: 6 - Maple & Mclean, 6 - Waterman & Main, 2 - Dewey & Wichita, 2 - Dewey & Water. **No Right Turn**: 1 - southbound on Main at Waterman, 1 - westbound Dewey at Wichita. **No Left Turn**: 1 - northbound on Main at Waterman. **Cones**: 20 - closing off center lane eastbound on Maple at McClean, 20 - closing off center lane westbound on Waterman at Main, 10 - closing off left turn lane on Main at Waterman.
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2013: River Run WaterWalk

Kansas Health Foundation River Run Street Closings

Saturday, June 1, 2012 4:00 am - 11:00 am

1. Lewis Street, McLean Boulevard to Waterman Street
2. Waterman Street, Lewis Street to Washington Avenue
3. Wichita Street, Dewey Street to Lewis Street
4. Water Street, Waterman Street to Main Street
5. Main Street, Lewis Street to English Street
6. Market Street, Lewis Street to Douglas Avenue
7. Broadway Avenue, Lewis Street to First Street
8. Topeka Street, Lewis Street to First Street
9. Emporia Street, Lewis Street to Douglas Avenue
10. St. Francis Street, Waterman Street to Mead Street
11. Commerce Street, Waterman Street to Mead Street
12. Mead Street, Waterman Street to Douglas Avenue
13. Douglas Avenue, Washington Street to Sycamore Street
14. Main Street, First Street to Williams Street
15. Waco Street, Douglas Avenue to Ninth Street
16. First Street/Second Street, McLean Boulevard to Wichita Street
17. Second Street, Wichita Street to Riverview Street
18. Third Street, Wichita Street to Waco Street
19. Central Avenue, Main Street to Greenway Boulevard
20. Murdock Street, Water Street to West Stackman Drive
21. Eight Street, Waco Street to Backbay Boulevard
22. Backbay Boulevard, Eight Street to Ninth Street
23. Ninth Street, Backbay Boulevard to Bitting Street
24. Jefferson Street, Eighth Street to Oak Park Drive
25. Oak Park Drive, Bitting Street to Eleventh Street
26. Bitting Street, Tenth Street to West River Boulevard
27. Forest Street, Oak Park Drive to Eleventh Street
28. Eleventh Street, Oak Park Drive to West River Boulevard
29. Briggs Street, West River Boulevard to Litchfield Street
30. Litchfield Street, West River Boulevard to Faulkner Street
31. Faulkner Street, West River Boulevard to Buffum Street
32. Buffum Street, West River Boulevard to Carter Street

	33. Carter Street, West River Boulevard to Riverside Avenue 34. Riverside Avenue, West River Boulevard to Nims Street 35. Nims Street, Franklin Street to West River Boulevard 36. Wiley Street, West River Boulevard to Murdock Street 37. West River Boulevard, Eleventh Street to Murdock Street 38. Stackman Drive, Murdock Avenue to Central Avenue 39. Nims Street, Riverside Park Drive to Central Avenue 40. Spaulding Street, Murdock Avenue to Stackman Drive 41. Gilman Street, Murdock Street to Buffum Street 42. Buffum Street, Stackman Drive to Faulkner Street 43. Faulkner Street, Stackman Drive to Pine Street 44. Pine Street, Stackman Drive to Sim Park Drive 45. Sim Park Drive, Stackman Drive to Central Avenue 46. Central Avenue, Nims Street to Seneca Street 47. Seneca Street, Central Avenue to McLean Boulevard 48. McLean Boulevard, Seneca Street to Taft Street 49. Sycamore Street, McLean Boulevard to Maple Street 50. Maple Street, McLean Boulevard to Lewis Street
2013: Specs Criterium Oak Park **Race - Oak Park**	**7:00 am - 6:00 pm** 1. 11th St. - From Oak Park Dr. to Forrest St. 2. Forrest St. - From 11th St. north to Oak Park Dr. 3. Oak Park Drive - Forrest St. to 11th St.

Agenda Item No. IV-3

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Approval of the Resolution to allow Wichita Festivals, Inc. to gate A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel for River Festival 2013. (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Adopt the resolution.

Background: Wichita Festivals, Inc. has requested permission to fence and charge admission to A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel as part of the Wichita River Festival, May 31 to June 8, 2013. Fence installation would begin on Tuesday May 28, 2013 and would be removed by Monday, June 10, 2013, at 5:00 p.m.

Analysis: Section 9.03.170 of the Code of the City of Wichita permits the closing of the A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel for special events complying with the requirements of Section 3.11.080 and also in consideration of the factors set forth in Section 9.03.080 of the City Code. The Wichita River Festival will be required to obtain appropriate approval of the event which specifies dates, times, locations and other pertinent data for events and activities conducted as part of the festival.

This resolution would allow A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel to be fenced and allow admission to be charged for events associated with the Wichita River Festival.

Financial Considerations: None.

Legal Considerations: The Law Department has prepared and approved as to form the proposed Resolution.

Recommendations/Actions: It is recommended that the City Council adopt the resolution to allow the fencing and charging of admission for events to be held at A. Price Woodard Park and on the lawn adjacent to the Hyatt Regency Hotel, as part of the Wichita River Festival.

Attachments: Resolution

(First Published in the Wichita Eagle on May 24, 2013)

RESOLUTION NO. 13-084

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING CLOSURE OF A. PRICE WOODARD PARK AND THE LAWN OF THE HYATT REGENCY HOTEL FOR WICHITA RIVER FESTIVAL EVENT.

WHEREAS, the City recognizes that substantial community benefits may result from community events. They can provide cultural enrichment, promote economic vitality and enhance community identity. Further, such events along the Arkansas River will serve to promote downtown and community development.

WHEREAS, Wichita River Festival events, operated by Wichita Festivals Inc., to be held May 31 through June 8, 2013, will not obstruct the operation of emergency vehicles or equipment in or through the area;

WHEREAS, the proposed event does not present a safety, noise, or traffic hazard;

WHEREAS, the proposed events and activities to be held in A. Price Woodard Park and on the lawn of the Hyatt Regency Hotel and Conference Center will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS;

1. A. Price Woodard Park and the lawn of the Hyatt Regency Hotel and Conference Center shall be closed to the public for the duration of the Wichita River Festival held from May 31 to June 8, 2013. Wichita Festivals Inc. will be allowed to fence and charge admission for entry into both the park and the Hyatt lawn. Additionally, vendors will be allowed to sell merchandise within both areas during the event.

2. All events to be held at both sites will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.

3. This resolution shall be effective upon adoption by City Council.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this 21st day of May, 2013.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Proposed Revisions to the Private Security Officers and Private Security Agencies Title 3, Chapter 3.72

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation Place ordinance for first reading.

Background: Since 1977, the Wichita Police Department has been responsible for regulating the private security agencies and private security officers according to the City of Wichita Code of Ordinances, Chapter 3.72.

On September 6, 1997, the shooting of a citizen by a private security officer intensified the need to revise the ordinance. On April 17, 1998, the Chief of Police met with private security leaders to discuss the issue. This meeting led to the formulation of a private security committee. The committee was tasked with reviewing the private security ordinance. In addition, the ordinance was revised in 2008 and 2010.

On January 10, 2013, a meeting was conducted with the private security agencies to review and discuss the proposed ordinance changes. Approximately, 30 representatives from the 36 private security agencies attended this meeting for the presentation on the proposed ordinance revisions.

Analysis: For the past two years, the Police Department has worked with the Law Department, as well as private security stakeholders on the proposed revisions to the ordinance. Currently, the Police Department regulates 785 private security officers.

The proposed revisions to Chapter 3.72, is intended to address trends in the private security industry, maintain professionalism and consistency, clarify provisions in the State law, incorporate information regarding the Kansas Attorney General's Opinion on the Carry Conceal statute and to allow the use of additional equipment by private security officers. The proposed revisions include~~s~~, but are not limited to; the incorporation of the Kansas Attorney General's information regarding Carry Concealed weapons, the removal of Armored Car services from oversight, specifying firearm and ammunition requirements, allowing the use of Electronic Control Devices by private security officers, prohibits the wearing of external vest carriers by private security officers and fee increases for private security agencies and officers.

During Council Workshop on April 23, the City Council raised a question on the prohibited use of external vest carriers. External Vest carriers are prohibited by the proposed ordinance amendment due to the requirement that there be a distinction between the uniforms of private security officers and those of law enforcement and members of the Armed Forces.

Financial Considerations: Effective July 1, 2014, proposed fee increases are recommended for private security agencies and private security officer permits.

Legal Considerations: The Law Department has drafted the proposed ordinance revisions and approved as to form.

Recommendations/Actions: It is recommended that the City Council place ordinance for first reading.

Attachments: Private Security Officers and Private Security Agencies Ordinance Title 3, Chapter 3.72.

First Published in the Wichita Eagle June 7, 2013

OCA #083303
CLEAN ORDINANCE NO. 49-501
May 7, 2013

AN ORDINANCE AMENDING SECTIONS 3.72.010, 3.72.015, 3.72.020, 3.72.030, 3.72.040, 3.72.050, 3.72.055, 3.72.120, 3.72.130, 3.72.140, 3.72.160, 3.72.210, 3.72.230, 3.72.240, 3.72.250, 3.72.260, 3.72.290, 3.72.300, 3.72.310, 3.72.320, AND 3.72.330; AND CREATING SECTIONS 3.72.205, 3.72.285, 3.72.286 AND 3.72.387 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PRIVATE SECURITY OFFICERS AND PRIVATE SECURITY AGENCIES WITHIN THE CITY, AND REPEALING THE ORIGINAL OF SAID SECTIONS.

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

SECTION 1. Section 3.72.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Preamble.** WHEREAS, the City of Wichita has an important governmental interest in protecting the health, safety, and welfare of its citizenry and the regulation of private security agencies and private security officers operating within the City is a reasonable means to perpetuate that interest; and

WHEREAS, pursuant to the police powers of the City of Wichita and in accordance with the laws of the State of Kansas and the opinions of the Attorney General of the State of Kansas, specifically, A.G.O. No. 2011-24, which states, "A city may lawfully require firearms permits, regulate training requirements and limit the make, model, and caliber of firearms that may be carried by private security officers while engaged in the duties of a private security officer;" and

WHEREAS, it is not the intent of the City to prohibit the concealed carry of firearms by private security officers beyond the restrictions authorized by the Personal Family Protection Act, K.S.A. 2010 Supp. 75-7c01 *et seq.* and any amendments thereto.

WHEREFORE, the City of Wichita enacts the ordinance codified in Chapter 3.72 pertaining to the licensing of private security agencies, requiring permits for private security officers and requiring additional permits for and imposing certain regulations and training requirements upon private security officers who carry a firearm while engaged in such private security officer's duties."

SECTION 2. Section 3.72.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **"Definitions.** For the purpose of this chapter, the words and phrases used herein shall have the following meanings unless otherwise clearly indicated by the context:

(1) "Agency" means an establishment engaged in doing business for another.

(2) "Arrest" means the act of stopping, and the taking or detaining in custody by authority of law.

(3) "Authorized equipment and duty gear" means equipment and duty gear authorized by the Chief of Police that may be carried or used by private security officers permitted under this chapter.

(4) "Basic responsibilities of a private security officer" means to observe and report crimes and incidents; on occasion to stop and question; to provide security against loss from fire or mechanical equipment failure and enforce property rules and regulations; to control access to specific areas of a facility or building; and to act occasionally as a crowd monitor or to maintain order. These responsibilities shall include

vehicle patrol when an approved classroom course on defensive driving has been completed. These responsibilities shall not include: authority beyond that of a private citizen, the right to use physical force in the performance of these duties except to protect the private security officer and others from clear and immediate threat of serious bodily harm, or acting in the capacity of a private security officer for other than a client for which the private security officer is contracted to provide services.

(5) "Business" means commercial, industrial or professional dealings, activity or the supply of services engaged in as a means of livelihood.

(6) "Client" means any person who engages the services of a private security agency.

(7) “Chief of Police” as used in this chapter means the Chief of the Wichita Police Department or his or her authorized designee.

(8) “Citizen’s arrest” or “Arrest by a private person” shall have the meaning as set forth in K.S.A. 22-2403 and any amendments thereto, which states that a person who is not a law enforcement officer may arrest another person when: (1) A felony has been or is being committed and the person making the arrest has probable cause to believe that the arrested person is guilty thereof; or (2) any crime, other than a traffic infraction, has been or is being committed by the arrested person in the view of the person making the arrest.

(9) "Firearm" for the purpose of this chapter, means any pistol or revolver commonly referred to as a handgun, constructed or arranged so as to be capable of being loaded with gunpowder or other explosive substances, cartridges, shots, slugs or balls, and being exploded, fired or discharged.

(10) "Firearm permit" means a permit for the limited authority to carry an unconcealed loaded firearm by a person not a law enforcement officer, within the city limits, when the carrying of such firearm would otherwise be in violation of Section 5.88.010 of the Code of the City of Wichita, Kansas. Such permit does not in any way purport to regulate the right to carry a concealed firearm issued or recognized pursuant to any federal, state or local law.

(11) "For hire" includes all compensation paid directly or indirectly.

(12) “License” means the authority to conduct business by a private security agency within the city limits.

(13) “Licensee” means any person to whom a current license has been issued under this chapter authorizing such person to conduct business as a private security agency within the city limits.

(14) "Person" means any natural person, corporation, partnership or association.

(15) “Permit” means the authority to work as a private security officer in the city limits, and pursuant to the following classifications:

(a) "Temporary basic private security permit" means the permit issued to a person who meets the qualifications required of a private security officer but who has not yet completed the basic private security course. A person with a temporary basic permit may carry out the basic responsibilities of a private security officer, but is not authorized to carry any weapons, including handcuffs.

(b) "Basic private security permit" means the permit issued to a person having completed the basic private security course, including a defensive driving

classroom course given by either the city of Wichita or a private driving instructor approved in writing by the Chief of Police, and meeting the qualifications required of a private security officer. This permit shall allow the person to perform the basic duties of a private security officer including vehicle patrol. This permit shall not allow the person to carry any equipment other than handcuffs.

(c) "Advanced private security permit" means the permit issued to a person who has completed both the basic and advanced private security courses and meets the qualifications required of a private security officer. This permit shall allow the individual to perform the basic duties of a private security officer to include vehicle patrol and the carrying of authorized equipment as approved in writing by the Chief of Police.

(d) "Advanced private security and firearm permit" means the permit issued to a person who has completed the basic and advanced private security courses and the firearms training course. This permit shall allow the person to perform the basic duties of a private security officer to include vehicle patrol and, in addition to authorized equipment, allows the person to carry a firearm while performing the duties of a private security officer.

(16) “Private detective” and “Private detective agency” shall have the meaning ascribed to said terms by K.S.A. 75-7b01(b) and (c) and any amendments thereto.

(17) "Private security officer" means any person regularly employed by a person, firm or corporation, and whose duties, in addition to patrolling, guarding, transporting and watching the property of the employer or any client of the employer, include conducting investigations concerning the reputation or character of employees or

prospective employees, and investigations concerning the location of property of the employer that becomes lost or stolen. For the purposes of this chapter, "private security officer" shall not include persons working for an armored car service.

(18) "Private security agency" means any person, firm or corporation who engages in a business for hire to provide a protective service for the property of others, and whose duties and activities in that connection include patrolling, guarding, transporting or watching the property of a subscriber, purchaser or client under a contract or agreement to provide a protective service. For the purposes of this chapter, "private security agency" shall not include armored car services."

SECTION 3. Section 3.72.015 of the Code of the City of Wichita, Kansas, , is hereby amended to read as follows: "**Scope of regulations, authority of licensees and permitees.** (1) The provisions of this Chapter are intended to regulate uniformed private security officers as that term is defined in Section 3.72.010(16) herein. The provisions of this Chapter are further intended to regulate such uniformed private security officers who are authorized by a permit issued under the provisions of this Chapter to carry an unconcealed firearm in the course of such private security officer's duties.

(2) It is not the intent of this Chapter to regulate any of the following:

(a) activities performed in a non-uniformed or plain-clothes capacity, with or without a concealed weapon; or

(b) activities that fall under the regulation of the statutes of this state or any similar laws from other jurisdictions regulating private investigators; or

(c) activities that are allowed pursuant to the right to carry a concealed firearm issued or recognized pursuant to any federal, state or local law; or

(d) The business of transporting prisoners under a contract with any state or county government or the federal government.

(3) No license or permit issued pursuant to this Chapter provides the holder thereof with any authority to direct traffic on the streets or highways of the City of Wichita.

(4) A licensee or permitee under this Chapter who engages in any activity or business that involves the wearing of non-uniformed or plain clothing or the carrying of a concealed firearm or other weapon must have legal authority for such activity independent of the license or permit issued pursuant to this Chapter."

SECTION 4. Section 3.72.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Persons not deemed to be engaged in private security business.** The following persons shall not be deemed to be engaging in the private security business and the provisions of this chapter are not applicable to:

(1) Any person employed in any capacity if such employee's duties are carried out exclusively on private property owned or under the control of his or her employer; provided, however, that it is unlawful for such employees to wear a distinctive uniform, including a badge, except as follows:

(a) Directly from his or her residence to his or her place of employment,

(b) During his or her tour of duty while actively engaged in the duties of his or her employment,

(c) Directly from his or her place of employment to his or her residence,

(d) The wearing of any distinctive uniform into any tavern or private club is prohibited, and the wearing of any distinctive uniform, including a badge, at

any time other than that which has been specified in (a) through (c) above is a violation of this chapter, and shall be punished as set forth in Section 3.72.340.

(2) Any officer or employee of the United States of America or of this state or a political subdivision thereof while engaged in the performance of his or her official duties;

(3) A person engaged exclusively in the business of obtaining and furnishing information as to the financial rating of persons;

(4) A charitable philanthropic society or association duly incorporated under the laws of any state which is organized and maintained for the public good and not for private profit;

(5) An attorney at law, in performing his or her duties as such attorney at law;

(6) A licensed collection agency or an employee thereof while acting within the scope of his or her employment, while making an investigation incidental to the business of the agency, including an investigation of the location of a debtor or the debtor's property where the contract with an assignor creditor is for collection of claims owed or due or asserted to be owed or due or the equivalent thereof;

(7) Admitted insurers and agents and insurance brokers licensed by the state, performing duties in connection with insurance transacted by them;

(8) The legal owner of personal property which has been sold under the conditional sales agreement or a mortgagee under the terms of a chattel mortgage;

(9) Any bank or other financial institution or any employee thereof whose duties are to provide security and protection services, including transportation of property and provision of cash services for automated teller machines at various locations;

(10) A person engaged solely in the business of securing information about persons or property from public records;

(11) An insurance adjustor;

(12) A licensed private detective; no private detective license or private detective agency license shall authorize the holder thereof to engage in activity regulated by this Chapter without obtaining the license required herein; and

(13) An armored car company or any person employed thereby. The term 'armored car company' shall have the meaning as set forth in the Armored Car Industry Act of 1993, 15 USCS §5901 *et seq.* and amendments thereto, and which is subject to regulation by that act in order to engage in the business of transporting and protecting currency, bullion, securities, precious metals, and other articles of unusual value in interstate commerce."

SECTION 5. Section 3.72.030 of the Code of the City of Wichita, Kansas is hereby amended to read as follows: **"License required – Private security agency.** It is unlawful for any person to engage in the private security business or operate a private security agency in this city without a license as required by this chapter. A private detective license or a private detective agency license issued by the State of Kansas or any other jurisdiction shall not authorize a person to perform the duties of a private security agency as those duties are defined in this chapter, and any person acting as or performing the duties of a private security agency without obtaining the appropriate

license required by this chapter shall be considered in violation of this section regardless of whether he or she is in possession of a private detective license or a private detective

agency license. Violation of this section is a misdemeanor and shall be punished as set forth in Section 3.72.240."

SECTION 6. Section 3.72.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Private security permit required**. (1) It is unlawful for any person to act as or perform the duties of a private security officer within the city until such person has obtained from the Chief of Police a private security permit. These permits shall be issued in the following categories: Temporary Basic Private Security, Basic Private Security, Advanced Private Security, and Advanced Private Security and Firearm.

(2) It is unlawful for any person to act as or perform the duties of a particular category of private security officer without having obtained the permit required for that particular category of private security officer.

(3) A private detective license or a private detective agency issued by the State of Kansas or any other jurisdiction shall not authorize a person to perform the duties of a private security officer as those duties are defined in this chapter, and any person acting as or performing the duties of a private security officer without obtaining the appropriate license required by this chapter shall be considered in violation of this section regardless of whether he or she is in possession of a private detective license or a private detective agency license."

(4) It is also unlawful for a manager, owner, operator or any person in charge

of any private security agency within the city to hire a person as a private security officer without first having that person obtain from the Chief of Police a private security officer permit, or the appropriate category of private security permit.

Violation of any of the provisions of this section is a misdemeanor and shall be punished as set forth in Section 3.72.240."

SECTION 7. Section 3.72.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Private Security Agency license, application form and content, grounds for denial.** Every firm desiring to be licensed in the City of Wichita, Kansas, as a private security agency shall make application therefore to the City of Wichita. An application for a license under this chapter shall be on a form prescribed by the City Treasurer's Office and accompanied by the required application fee, certificate of insurance and corporate surety bond as required by this chapter. An application shall be verified and shall include:

(1) The name of the agency under which the applicant intends to do business and the complete address of the applicant's principal place of business, including the name and number of the street, or, if the street where the business is located is not numbered, the number of the post office box.

(2) The full name and residence address of the applicant and personal information;

(3) If the license is to be held by a corporation, the Resident Agent and Registered Office of said corporation;

(4) The full name, date of birth, Social Security number and residence address

of each of its partners, officers, directors or associates;

(5) Full color photos of any vehicle or vehicles used by the agency and any uniform or uniforms worn by employees of the agency as required by Section 3.72.290 and 3.72.310 of this Chapter;

(6) Before an application for a license may be granted, the applicant, or if the applicant is a corporation, partnership or other business entity, all of the officers, directors, partners, or associates shall:

(a) Be at least twenty-one years of age,

(b) Comply with such other qualifications as the Chief of Police may fix by rule or regulation;

(7) The Chief of Police or the City Attorney or his or her designee may deny a license if the applicant or, if the applicant is a corporation, partnership or other business entity, any of its officers, directors, partners or associates has:

(a) Committed any act which, if committed by a licensee, would be grounds for the suspension or revocation of a license under this chapter, or

(b) been convicted of a felony, or

(c) within ten years immediately prior to the date of application been convicted of any crime involving dishonesty or fraud, any weapons charge, any crime of violence, any crime involving physical force, or violation of any law regulating any controlled substance; or

(d) while unlicensed, committed or aided and abetted the commission of any

act for which a license is required by this chapter, or

(e) knowingly provided false information or made any false statement in his/her application or

(f) provided incomplete information or failed to provide any requested information on his/her application.

(8) A licensee may request reconsideration of the denial of his/her application by following the procedures set forth in Section 3.04.065 of this code, and any amendments thereto.

(9) If a license is denied for knowingly providing false information or making any false statement on an application, the applicant, whether an individual or a business entity, shall be ineligible to reapply for a license under this chapter for one calendar year from the date of the license denial.

(10) For the purposes of this section, "conviction" shall not include charges for which a person has successfully completed a diversion or deferred judgment program or which have been expunged or pardoned pursuant to the law of any applicable jurisdiction."

SECTION 8. Section 3.72.055 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Fees – Private Security Agency license – new and renewal.** Every new application for a Private Security Agency license shall be accompanied by a fee of $300.00 per year, and for new applications received on or after July 1, 2014, a fee of $400.00 per year. Every application for a Private Security Agency license renewal shall be accompanied by a fee of $100.00 per year and for renewal

applications received on or after July 1, 2014, a fee of $200.00. All fees are non-refundable and no fees shall be pro-rated."

SECTION 9. Section 3.72.120 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Qualifications for a private security permit.** To obtain a permit to work as a private security officer, a person must meet the following qualifications:

(1) Be at least eighteen years of age;

(2) Be able to communicate effectively with both the general public and public safety personnel;

(3) Have no felony conviction, nor be currently under indictment, charge or information for, or on diversion or deferred judgment for a felony offense;

(4) Have no adjudication as a juvenile offender for an act that would constitute a felony if committed by an adult:

(a) within five years preceding the date of application for a non-person offense, or

(b) within ten years preceding the date of application for a person offense;

(5) Have no misdemeanor conviction, shall not be currently under indictment, charge or information for, or on diversion or deferred judgment for a misdemeanor offense or have been adjudicated to be a juvenile offender as a result of the commission of an act that would constitute a misdemeanor if committed by an adult:

(a) within five years preceding the date of application for weapons charges, crimes of violence, or crimes involving physical force;

(b) within two years preceding the date of application for any other misdemeanor crimes not included in subsection (5)(a);

(c) For the purposes of this section, "conviction" shall not include charges for which a person has successfully completed a diversion or deferred judgment program or which have been expunged or pardoned pursuant to the law of any applicable jurisdiction."

(6) Have no history of or present mental, psychological or emotional impairment, unless, in the opinion of a licensed psychiatrist or psychologist, such impairment would not adversely affect the permitee's ability to carry out the duties of a private security officer."

SECTION 10. Section 3.72.130 of the Code of the City of Wichita, Kansas, is hereby amended to shall read as follows: "**Application for private security permit--Approval of issuance.** (1) The application for a private security permit shall contain:

(a) A full set of the applicant's fingerprints;

(b) Two passport-sized color photographs of the applicant taken within the preceding thirty days;

(c) Proof of age and identity which must be provided by presentation of a government-issued or other official or apparently official document that is not encrypted, containing a photograph and signature of the applicant;

(d) A letter from the agency stating that the applicant is being considered for employment;

(e) A drug screening test, the results of which are no older than 30 days preceding the date of application, which has been performed by a licensed

laboratory certified to conduct such testing, indicating the applicant is free from the use of amphetamines, barbiturates, benzodiazepines, cannabinoid, cocaine metabolites, opiates and phencyclidine; and

(f) If the application is for a firearms permit, a letter from a licensed psychologist or psychiatrist, dated within the preceding six months, stating that in his or her opinion the applicant does not suffer from any mental or emotional impairment which would adversely affect the applicant's abilities to carry out the duties of an armed private security officer.

(2) All questions on the application form shall be answered truthfully and fully in the applicant's own handwriting. Falsifying or omitting any information requested on the application shall be cause for denying a permit. If a permit is denied for providing false information or making a false statement on an application, the applicant shall be ineligible to reapply for a permit under this chapter for one calendar year from the date of the permit denial.

(3) Private security officers shall be required to satisfactorily complete the course of study for private security officers which has been approved in writing by the Chief of Police. Said course of study shall be completed within ninety days from the date of application; provided, however, that the Chief of Police may, upon written request and for good cause shown, extend the ninety day course completion requirement, or waive the training requirement. If an applicant has successfully completed the currently approved course or courses of study for private security officers within one calendar year prior to his or her application and can show satisfactory proof thereof, the applicant will

be considered to have complied with the training requirement for the category of permit corresponding to the level of training completed.

SECTION 11. Section 3.72.140 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Permit - Information and display required.** Every person engaged in the business of or operating as a private security officer, under the provisions of this chapter, shall have a permit which includes a photograph, thumbprint and signature of the holder, and any weapon such officer is authorized to possess and use in the course of such officer's duties, if applicable, and shall display said permit upon demand by any law enforcement officer. This permit will be in the form approved by the Chief of Police.

It is unlawful for any permit holder to engage in any activities within the purview of this chapter without having such permit in his or her possession. Upon suspension, revocation or expiration of this permit, it shall be surrendered immediately to the Chief of Police."

SECTION 12. Section 3.72.160 of the Code of the City of Wichita, Kansas, shall read as follows: **"Fees--Permits and training--New and renewal.** The following fees are established for the permitting and training of private security officers. All fees are non-refundable and no fees shall be pro-rated:

(1) Permit fees:

(a) Initial permit: $45.00; for applications received on or after July 1, 2014, $50.00.

(b) Firearm permit upgrade: $25.00; for applications received on or after July 1, 2014, $30.00.

(c) Additional permit (for private security officers employed by more than one agency): $35.00; for applications received on or after July 1, 2014, $40.00.

(d) Permit renewal: $35.00; for applications received on or after July 1, 2014, $40.00.

(e) Additional permit renewal: $35.00; for applications received on or after July 1, 2014, $40.00.

(f) Permit replacement: $25.00; for applications received on or after July 1, 2014, $30.00.

(g) Fingerprinting and criminal history records check: Fee as set by the Kansas Bureau of Investigation

(2) Training fees:

(a) Basic training: *

(b) Advanced training: *

(c) Firearm training: *

(d) Annual firearm proficiency testing *

*Fees for training courses are set by designated training providers and are subject to review and approval by the Chief of Police."

SECTION 13. Section 3.72.210 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm permit – Issued by Chief of Police, requirements.** A firearm permit shall be issued to a private security officer by the Chief of Police provided that:

(1) no firearm permit shall be issued to any person who has not attained the age of 21 years; and

(2) the private security officer is not prohibited from lawfully possessing a firearm by any federal, state or local law; and

(3) the private security officer presents satisfactory proof that he or she has completed the required course of training; and

(4) the private security officer is currently in possession of an advanced private security permit prior to the firearm permit being issued; and

(5) the agency employing the private security officer provides a written statement that he or she is required to carry a firearm in order to perform the duties of employment."

SECTION 14. Section 3.72.230 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm permit – Training required.** All persons initially applying for a firearm permit shall be required to complete and satisfactorily pass a firearm training and qualification course as approved by the Chief of Police. All persons seeking to renew an existing firearm permit shall be required to complete and satisfactorily pass a firearm qualification course as approved by the Chief of Police. The required training and/or qualification course must be completed prior to the firearm permit being issued or renewed, and must be provided by firearms instructors possessing instruction credentials as required and approved by the Chief of Police. Training requirements and qualification standards for permit applicants as well as credentials required for firearms instructors shall be in writing and signed by the Chief of

Police, and shall be posted on the Wichita Police Department's website and otherwise made available to all private security officers, agencies, and permit applicants."

SECTION 15. Section 3.72.240 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm permit – Limited to authorized firearm and ammunition only, information required.** (1) The Chief of Police shall approve the make, model, caliber, barrel length, trigger pull and magazine capacity of all firearms which may be carried pursuant to a firearm permit, as well as the ammunition which may be used therein. A list of approved firearms, specifications and ammunition shall be in writing and signed by the Chief of Police. Such list shall be posted on the Wichita Police Department's website and otherwise made available to all private security officers, agencies, and permit applicants. Only a specific firearm and ammunition of the type approved by the Chief of Police shall be carried and used pursuant to a firearms permit. The use or possession of any unapproved firearm or a firearm with any feature, modification, or ammunition not approved by the Chief of Police shall be a violation of this ordinance.

(2) The make, model, caliber and serial number of the specific firearm shall be noted on the private security officer's permit which shall be in his or her possession at all times when the authorized firearm is carried, and failure to do so is considered a violation of this ordinance."

SECTION 16. Section 3.72.250 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm permit – Duty to report change in status.** (1) Every person possessing a firearm permit shall be required to report to the Chief of Police any change in such person's permit status.

(2) It shall also be the duty of every private security agency to notify the Chief of Police of any employee's change in permit status.

(3) Every person possessing a firearm permit issued pursuant to this chapter shall be required to report immediately to the Chief of Police if such person becomes ineligible to possess a firearm under any federal, state or local law.

(4) If any private security agency becomes aware that any employee of such agency has become ineligible to possess a firearm under any federal, state or local law, it shall be the duty of such agency to report such information immediately to the Chief of Police.

(5) Failure to make any report as required in this section shall constitute a misdemeanor and shall be punishable as set forth in Section 3.72.340."

SECTION 17. Section 3.72.260 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm – when carrying prohibited.** (1) Every person possessing a firearm permit under this chapter shall carry such firearm only while traveling directly from the person's residence to the person's place of employment, during the person's tour of duty while actively engaged as a private security officer, and while traveling directly from the person's place of employment to the person's residence.

(2) Carrying a firearm into any tavern, private club or drinking establishment is prohibited.

(3) Carrying of any firearm other than the firearm specifically authorized by the private security officer's firearm permit is prohibited.

(4) Failure to comply with any of the provisions set forth in this section shall be considered a violation of this ordinance and shall be punishable as set forth in 3.72.340."

SECTION 18. Section 3.72.290 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Uniform requirements.** (1) Every permitted private security officer shall, at a minimum, display on the outermost garment the name of the private security agency by whom the permitted security officer is employed, the word "Security" and identification which contains the last name of the private security officer.

(2) The name of the private security agency and the word "Security" shall be of a size, style, shape, design and type which is clearly visible by a reasonable person under normal conditions.

(3) Such uniforms and any insignias worn by a permitted private security officer shall be distinctively different from those worn by officers of the Wichita Police Department, the Sedgwick County Sheriff's Office, the Kansas Highway Patrol, or any reserve component of the foregoing agencies."

(4) Every private security agency shall provide to the Chief of Police a full color picture of the uniform or uniforms that are worn by employees of said agency. The photos shall be maintained on file with the police department and must be updated by the agency with each license renewal application and whenever there is any change in the uniform, within 30 calendar days of such change. Submission of photos may be by electronic means. Failure to submit such photo shall be considered a violation of this ordinance and shall be punished as set forth in Section 3.72.340."

SECTION 19. Section 3.72.300 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Uniforms – prohibited acts.** (1) It is unlawful for any private security officer to wear a uniform or display any badge, shoulder patch, logo or any other insignia or identification which contains the words "Law Enforcement" and/or similar word(s) including, but not limited to: police, agent, enforcement agent, detective, task force, fugitive recovery agent or any other combination of names which gives the impression that the bearer is in any way connected with the federal government, state government or any political subdivision of a state government.

(2) It is unlawful for any person to wear a private security uniform as required in Section 3.72.290 until a private security permit has been issued to such individual by the Chief of Police.

(3) It is unlawful for any permitted private security officer to wear a private security uniform as required in Section 3.72.290 or any other distinctive badge, shoulder patch, logo or other insignia or identification except as follows:

(a) Directly from the individual's residence to the individual's place of employment;

(b) During the individual's tour of duty while actively engaged as a private security officer; and

(c) Directly from the individual's place of employment to the individual's residence.

(4) It is unlawful for any permitted private security officer to wear a private security uniform or any other distinctive uniform, badge, shoulder patch, logo or other insignia or identification into any tavern, private club or drinking establishment, except

when the establishment has employed the private security officer to work in the capacity as a private security officer.

(5) It is unlawful for any permitted private security officer to wear as a part of his or her uniform an external vest carrier that resembles or is similar to those issued to or worn by law enforcement officers or members of the Armed Forces.

Any person who violates any of the provisions set forth in this Section shall be considered in violation of this ordinance and shall be punished as set forth in Section 3.72.340.

SECTION 20. Section 3.72.310 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Vehicles.** (1) The vehicles used to conduct the business of a private security agency within the City of Wichita by any licensee shall be of a design and color scheme distinctly different from that of the marked patrol vehicles of the Wichita Police Department, the Sedgwick County Sheriff's Office and the Kansas Highway Patrol. In addition, such vehicles shall be equipped only with lighting devices as required or authorized by state law and city ordinance. The word or words, "Security" or "Private Security" shall be prominently displayed on both sides of such vehicles, with the letters being of a size, style, shape, design and type which is clearly visible by a reasonable person under normal conditions.

(2) No private security vehicle shall have the word "Police" painted, placed or otherwise displayed upon such vehicle, nor shall any insignia be painted, placed or otherwise displayed upon such vehicle which is similar to, or which could be confused with, a law enforcement vehicle.

(3) Every private security agency shall provide to the Chief of Police a full color picture of the vehicle or vehicles that are being operated by employees of said agency. The photos shall be maintained on file with the police department and must be updated by the agency with each license renewal application and whenever there is any change in the vehicles used by the agency, within 30 calendar days of such change. Submission of photos may be by electronic means. Failure to submit such photo shall be considered a violation of this ordinance and shall be punished as set forth in Section 3.72.340.

SECTION 21. Section 3.72.320 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **"Arrest by a private person.** A private security officer may exercise the power of making a citizen's arrest only as set forth in K.S.A. 22-2403 and Section 3.72.010(9) of this code, and any amendments thereto."

SECTION 22. Section 3.72. 330 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Impersonating a private security officer.** Any person who shall wear a private security uniform or badge, or shall otherwise represent himself or herself to be a private security officer while such person is not duly permitted under this chapter to exercise the duties of a private security officer shall be deemed guilty of a misdemeanor and shall be punished as set forth in Section 3.72.340."

SECTION 23. Section 3.72.205 of the Code of the City of Wichita, Kansas, shall read as follows: **"Equipment and duty gear authorized by Chief of Police – carrying unauthorized equipment or wearing of unauthorized duty gear prohibited.** A list of authorized equipment and duty gear which may be carried, used and/or worn by private security officers permitted under this chapter and according to each category of permit

shall be in writing and signed by the Chief of Police. Such list shall be posted on the Wichita Police Department's website and otherwise made available to all private security officers, agencies, and permit applicants. Carrying or use of any unauthorized equipment or wearing of any unauthorized duty gear by a private security officer permitted under this chapter or carrying or use of any equipment not authorized for the category of permit possessed by any private security officer is a violation of this ordinance and shall be punished as set forth in Section 3.72.340."

SECTION 24. Section 3.72.285 of the Code of the City of Wichita, Kansas, shall read as follows: "**Electronic Control Device – permit to carry required, issued by Chief of Police, requirements**. (1) A permit allowing a private security officer to carry an electronic control device as authorized equipment shall be issued by the Chief of Police and shall be valid for one year from the date of issuance provided that all of the following requirements are met:

(a) All persons applying for a permit to carry an electronic control device or seeking to renew an existing permit to carry an electronic control device shall provide proof of satisfactory completion of a training course for the use of such device as approved by the Chief of Police. Such course of training must be completed prior to the electronic control device permit or renewal permit being issued, and shall be provided by an instructor certified by the electronic control device manufacturer. Training requirements and qualification standards shall be in writing and signed by the Chief of Police, and shall be posted on the Wichita Police Department's

website and otherwise made available to all private security officers, agencies, and permit applicants.

(b) The private security officer is currently in possession of a valid and unexpired advanced private security permit.

(c) The agency employing the private security officer provides a written statement to the Chief of Police that the officer has the agency's permission to carry an electronic control device while performing the officer's duties of employment.

(2) A private security officer shall carry only the approved civilian version of any brand of electronic control device. A list of approved models shall be in writing and signed by the Chief of Police, and shall be posted on the Wichita Police Department's website and otherwise made available to all private security officers, agencies, and permit applicants.

(3) It is unlawful for any private security officer to carry an electronic control device while performing his or her duties as a private security officer without obtaining a permit as required in subsection (1) herein.

(4) The permit to carry an electronic control device shall be documented on the private security officer's advanced permit, which must be in the officer's possession at any time the officer is carrying the electronic control device.

(5) Upon expiration, an electronic control device permit must be either renewed or surrendered as set forth in Section 3.72.190.

Any person who violates or fails to comply with any of the provisions set forth in this Section shall be considered in violation of this ordinance and shall be punished as set forth in Section 3.72.340."

SECTION 25. Section 3.72.286 of the Code of the City of Wichita, Kansas, shall read as follows: **Electronic Control Device permit – Suspension/revocation, grounds therefore and right to hearing.** The Chief of Police may suspend or revoke any Electronic Control Device permit if the holder of a permit fails to comply with provisions of Section 3.72.285, or for other good cause. The holder of the permit shall immediately be given notice of the cause of such suspension or revocation and an opportunity to be heard as set forth in Section 3.72.110, and subject to the procedures set forth therein.

SECTION 26. Section 3.72.287 of the Code of the City of Wichita, Kansas shall read as follows: **"Severability.** If any section, subsection, or clause of the ordinance codified in Sections 3.72.050 through 3.72.287 shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected."

SECTION 27. The originals of Sections 3.72.010, 3.72.015, 3.72.020, 3.72.030, 3.72.040, 3.72.050, 3.72.055, 3.72.120, 3.72.130, 3.72.140, 3.72.160, 3.72.210, 3.72.230, 3.72.240, 3.72.250, 3.72.260, 3.72.290, 3.72.300, 3.72.310, 3.72.320, and 3.72.330 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 28. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 4th day of June, 2013.

_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle _____

OCA #083303

DELINEATED May 7, 2013

AN ORDINANCE AMENDING SECTIONS 3.72.010, 3.72.015, 3.72.020, 3.72.030, 3.72.040, 3.72.050, 3.72.055, 3.72.120, 3.72.130, 3.72.140, 3.72.160, 3.72.210, 3.72.230, 3.72.240, 3.72.250, 3.72.260, 3.72.290, 3.72.300, 3.72.310, 3.72.320, AND 3.72.330; AND CREATING SECTIONS 3.72.205, 3.72.285 AND 3.72.286 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PRIVATE SECURITY OFFICERS AND PRIVATE SECURITY AGENCIES WITHIN THE CITY, AND REPEALING THE ORIGINAL OF SAID SECTIONS.

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

SECTION 1. Section 3.72.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Preamble.** WHEREAS, the City of Wichita has an important governmental interest in protecting the health, safety, and welfare of its citizenry and the regulation of private security agencies and private security officers operating within the City is a reasonable means to perpetuate that interest; and

WHEREAS, pursuant to the police powers of the City of Wichita and in accordance with the laws of the State of Kansas and the opinions of the Attorney General of the State of Kansas, specifically, A.G.O. No. 2011-24, which states, "A city may lawfully require firearms permits, regulate training requirements and limit the make, model, and caliber of firearms that may be carried by private security officers while engaged in the duties of a private security officer;" and

WHEREAS, it is not the intent of the City to prohibit the concealed carry of firearms by private security officers beyond the restrictions authorized by the Personal Family Protection Act, K.S.A. 2010 Supp. 75-7c01 *et seq.* and any amendments thereto.

WHEREFORE, the City of Wichita enacts the ordinance codified in Chapter 3.72 pertaining to the licensing of private security agencies, requiring permits for private security officers and requiring additional permits for and imposing certain regulations and training requirements upon private security officers who carry a firearm while engaged in such private security officer's duties."

SECTION 2. Section 3.72.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **"Definitions.** For the purpose of this chapter, the words and phrases used herein shall have the following meanings unless otherwise clearly indicated by the context:

(1) "Agency" means an establishment engaged in doing business for another.

~~(2) "Armored car private security officer" means any person employed by a licensed armored car service whose duties include providing secured transportation, protecting and safeguarding valuable cargo from one place to another and providing cash services for automated teller machines, all by means of bullet-resistant armored vehicles.~~

(~~3~~2) "Arrest" means the act of stopping, and the taking or detaining in custody by authority of law.

(**4**3) "Authorized equipment and duty gear" means equipment and duty gear authorized by the Chief of Police that may be carried or used by private security officers permitted under this chapter.

(~~5~~4) "Basic responsibilities of a private security officer" means to observe and report crimes and incidents; on occasion to stop and question; to provide security against loss from fire or mechanical equipment failure and enforce property rules and regulations; to control access to specific areas of a facility or building; and to act

occasionally as a crowd monitor or to maintain order. These responsibilities shall include vehicle patrol when an approved classroom course on defensive driving has been completed. These responsibilities shall not include: authority beyond that of a private citizen, the right to use physical force in the performance of these duties except to protect the private security officer and others from clear and immediate threat of serious bodily harm, or acting in the capacity of a private security officer for other than a client for which the private security officer is contracted to provide services.

(~~6~~5) "Business" means commercial, industrial or professional dealings, activity or the supply of services engaged in as a means of livelihood.

(~~7~~6) "Client" means any person who engages the services of a private security agency.

(~~8~~7) “Chief of Police” as used in this chapter means the Chief of the Wichita Police Department or his or her authorized designee.

(~~9~~8) “Citizen’s arrest” or “Arrest by a private person” shall have the meaning as set forth in K.S.A. 22-2403 and any amendments thereto, which states that a person who is not a law enforcement officer may arrest another person when: (1) A felony has been or is being committed and the person making the arrest has probable cause to believe that the arrested person is guilty thereof; or (2) any crime, other than a traffic infraction, has been or is being committed by the arrested person in the view of the person making the arrest.

(~~10~~9) "Firearm" for the purpose of this chapter, means any pistol or revolver commonly referred to as a handgun, constructed or arranged so as to be capable of being loaded with gunpowder or other explosive substances, cartridges, shots, slugs or balls,

and being exploded, fired or discharged. ~~Shotguns carried by armored car private security officers shall also be included in this definition~~.

(~~11~~10) "Firearm permit" means a permit for the limited authority to carry an unconcealed loaded firearm by a person not a law enforcement officer, within the city limits, when the carrying of such firearm would otherwise be in violation of Section 5.88.010 of the Code of the City of Wichita, Kansas. Such permit does not in any way purport to regulate the right to carry a concealed firearm issued or recognized pursuant to any federal, state or local law.

(~~12~~11) "For hire" includes all compensation paid directly or indirectly.

(~~13~~12) “License” means the authority to conduct business by a private security agency within the city limits.

(~~14~~13) “Licensee” means any person to whom a current license has been issued under this chapter authorizing such person to conduct business as a private security agency within the city limits.

(~~15~~14) "Person" means any natural person, corporation, partnership or association.

(~~16~~15) “Permit” means the authority to work as a private security officer in the city limits, and pursuant to the following classifications:

(a) "Temporary basic private security permit" means the permit issued to a person who meets the qualifications required of a private security officer but who has not yet completed the basic private security course. A person with a temporary basic permit may carry out the basic responsibilities of a private security officer, but is not authorized to carry any weapons, including handcuffs.

(b) "Basic private security permit" means the permit issued to a person having completed the basic private security course, including a defensive driving classroom course given by either the city of Wichita or a private driving instructor approved in writing by the Chief of Police, and meeting the qualifications required of a private security officer. This permit shall allow the person to perform the basic duties of a private security officer including vehicle patrol. This permit shall not allow the person to carry any equipment other than handcuffs.

(c) "Advanced private security permit" means the permit issued to a person who has completed both the basic and advanced private security courses and meets the qualifications required of a private security officer. This permit shall allow the individual to perform the basic duties of a private security officer to include vehicle patrol and the carrying of authorized equipment as approved in writing by the Chief of Police.

(d) "Advanced private security and firearm permit" means the permit issued to a person who has completed the basic and advanced private security courses and the firearms training course. This permit shall allow the person to perform the basic duties of a private security officer to include vehicle patrol and, in addition to authorized equipment, allows the person to carry a firearm while performing the duties of a private security officer.

~~(e) "Armored car private security permit" means the permit issued to a person who has completed an armored car private security training course and meets the qualifications required of a private security officer. This permit shall allow the person to provide secured transportation, protect and safeguard valuable cargo~~

~~from one place to another, and provide cash services for automated teller machines by means of a bullet-resistant armored vehicle. This permit shall allow the person to carry a firearm while performing these duties.~~

(16) "Private detective" and "Private detective agency" shall have the meaning ascribed to said terms by K.S.A. 75-7b01(b0 and (c) and any amendments thereto.

(17) "Private security officer" means any person regularly employed by a person, firm or corporation, and whose duties, in addition to patrolling, guarding, transporting and watching the property of the employer or any client of the employer, include conducting investigations concerning the reputation or character of employees or prospective employees, and investigations concerning the location of property of the employer that becomes lost or stolen. For the purposes of this chapter, "private security officer" shall ~~also~~ not include persons ~~permitted as~~ working for an armored car ~~private security officers~~ service.

(18) "Private security agency" means any person, firm or corporation who engages in a business for hire to provide a protective service for the property of others, and whose duties and activities in that connection include patrolling, guarding, transporting or watching the property of a subscriber, purchaser or client under a contract or agreement to provide a protective service. For the purposes of this chapter, "private security agency" shall ~~also~~ not include armored car services."

SECTION 3. Section 3.72.015 of the Code of the City of Wichita, Kansas, , is hereby amended to read as follows: "**Scope of regulations, authority of licensees and permitees.** (1) The provisions of this Chapter are intended to regulate uniformed private security officers as that term is defined in Section 3.72.010(~~17~~16) herein. The

provisions of this Chapter are further intended to regulate such uniformed private security officers who are authorized by a permit issued under the provisions of this Chapter to carry an unconcealed firearm in the course of such private security officer's duties.

(2) It is not the intent of this Chapter to regulate any of the following:

(a) activities performed in a non-uniformed or plain-clothes capacity, with or without a concealed weapon; or

(b) activities that fall under the regulation of the statutes of this state or any similar laws from other jurisdictions regulating private investigators; or

(c) activities that are allowed pursuant to the right to carry a concealed firearm issued or recognized pursuant to any federal, state or local law; or

(d) The business of transporting prisoners under a contract with any state or county government or the federal government.

(3) No license or permit issued pursuant to this Chapter provides the holder thereof with any authority to direct traffic on the streets or highways of the City of Wichita.

(4) A licensee or permitee under this Chapter who engages in any activity or business that involves the wearing of non-uniformed or plain clothing or the carrying of a concealed firearm or other weapon must have legal authority for such activity independent of the license or permit issued pursuant to this Chapter."

SECTION 4. Section 3.72.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Persons not deemed to be engaged in private security business.** The following persons shall not be deemed to be engaging in the private security business <u>and the provisions of this chapter are not applicable to</u>:

(1) ~~The provisions of this chapter do not include, and are not applicable to~~, ~~a~~Any person employed in any capacity if such employee's duties are carried out exclusively on private property ~~of~~ owned or under the control of his or her employer; provided, however, that it is unlawful for such employees to wear a distinctive uniform, including a badge, except as follows:

(a) Directly from his or her residence to his or her place of employment,

(b) During his or her tour of duty while actively engaged in the duties of his or her employment,

(c) Directly from his or her place of employment to his or her residence,

(d) The wearing of any distinctive uniform into any tavern or private club is prohibited, and the wearing of any distinctive uniform, including a badge, at any time other than that which has been specified in (a) through (c) above is a violation of this chapter, and shall be punished as set forth in Section 3.72.340.

(2) Any officer or employee of the United States of America or of this state or a political subdivision thereof while engaged in the performance of his or her official duties;

(3) A person engaged exclusively in the business of obtaining and furnishing information as to the financial rating of persons;

(4) A charitable philanthropic society or association duly incorporated under the laws of any state which is organized and maintained for the public good and not for private profit;

(5) An attorney at law, in performing his or her duties as such attorney at law;

(6) A licensed collection agency or an employee thereof while acting within the scope of his or her employment, while making an investigation incidental to the business of the agency, including an investigation of the location of a debtor or the debtor's property where the contract with an assignor creditor is for collection of claims owed or due or asserted to be owed or due or the equivalent thereof;

(7) Admitted insurers and agents and insurance brokers licensed by the state, performing duties in connection with insurance transacted by them;

(8) The legal owner of personal property which has been sold under the conditional sales agreement or a mortgagee under the terms of a chattel mortgage;

(9) Any bank or other financial institution ~~subject to the State Bank Commissioner of the state of Kansas;~~ or any employee thereof whose duties are to provide security and protection services, including transportation of property and provision of cash services for automated teller machines at various locations;

(10) A person engaged solely in the business of securing information about persons or property from public records;

(11) An insurance adjustor;

(12) A licensed private detective~~,~~; no private detective license or private detective agency license shall authorize the holder thereof to engage in activity regulated by this Chapter without obtaining the license required herein; and

(13) ~~A duly certified and/or commissioned law enforcement officer~~ An armored car company or any person employed thereby. The term 'armored car company' shall have the meaning as set forth in the Armored Car Industry Act of 1993, 15 USCS §5901 *et seq.* and amendments thereto, and which is subject to regulation by that act in

order to engage in the business of transporting and protecting currency, bullion, securities, precious metals, and other articles of unusual value in interstate commerce."

SECTION 5. Section 3.72.030 of the Code of the City of Wichita, Kansas is hereby amended to read as follows: **"License required – Private security agency.** It is unlawful for any person to engage in the private security business or operate a private security agency in this city without a license as required by this chapter. A private detective license or a private detective agency license issued by the State of Kansas or any other jurisdiction shall not authorize a person to perform the duties of a private security agency as those duties are defined in this chapter, and any person acting as or performing the duties of a private security agency without obtaining the appropriate license required by this chapter shall be considered in violation of this section regardless of whether he or she is in possession of a private detective license or a private detective agency license. Violation of this section is a misdemeanor and shall be punished as set forth in Section 3.72.240."

SECTION 6. Section 3.72.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Private security permit required**. (1) It is unlawful for any person to act as or perform the duties of a private security officer within the city until such person has obtained from the Chief of Police a private security permit. These permits shall be issued in the following categories: Temporary Basic Private Security, Basic Private Security, Advanced Private Security, and Advanced Private Security and Firearm~~, and Armored Car Private Security~~.

(2) It is unlawful for any person to act as or perform the duties of a particular category of private security officer without having obtained the permit required for that particular category of private security officer.

(3) A private detective license or a private detective agency issued by the State of Kansas or any other jurisdiction shall not authorize a person to perform the duties of a private security officer as those duties are defined in this chapter, and any person acting as or performing the duties of a private security officer without obtaining the appropriate license required by this chapter shall be considered in violation of this section regardless of whether he or she is in possession of a private detective license or a private detective agency license."

(4) It is also unlawful for a manager, owner, operator or any person in charge of any private security agency within the city to hire a person as a private security officer without first having that person obtain from the Chief of Police a private security officer permit, or the appropriate category of private security permit.

Violation of any of the provisions of this section is a misdemeanor and shall be punished as set forth in Section 3.72.240."

SECTION 7. Section 3.72.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Private Security Agency license, application form and content, grounds for denial.** Every firm desiring to be licensed in the City of Wichita, Kansas, as a private security agency shall make application therefore to the City of Wichita. An application for a license under this chapter shall be on a form prescribed by the City Treasurer's Office and accompanied by the required application fee, certificate of insurance and corporate surety bond as required by this chapter. An

application shall be verified and shall include:

(1) The name of the agency under which the applicant intends to do business and the complete address of the applicant's principal place of business, including the name and number of the street, or, if the street where the business is located is not numbered, the number of the post office box.

(2) The full name and residence address of the applicant and personal information;

(3) If the license is to be held by a corporation, the Resident Agent and Registered Office of said corporation;

(4) The full name, date of birth, Social Security number and residence address of each of its partners, officers, directors or associates;

(5) Full color photos of any vehicle or vehicles used by the agency and any uniform or uniforms worn by employees of the agency as required by Section 3.72.290 and 3.72.310 of this Chapter;

(6) Before an application for a license may be granted, the applicant, or if the applicant is a corporation, partnership or other business entity, all of the officers, directors, partners, or associates shall:

(a) Be at least twenty-one years of age,

(b) Comply with such other qualifications as the Chief of Police may fix by rule or regulation;

(~~6~~7) The Chief of Police or the City Attorney or his or her designee may deny a license if the applicant or, if the applicant is a corporation, partnership or other business entity, any of its officers, directors, partners or associates has:

(a) Committed any act which, if committed by a licensee, would be grounds for the suspension or revocation of a license under this chapter, or

(b) been convicted of a felony, or

(c) within ten years immediately prior to the date of application been convicted of any crime involving dishonesty or fraud, any weapons charge, any crime of violence, any crime involving physical force, or violation of any law regulating any controlled substance; or

(d) while unlicensed, committed or aided and abetted the commission of any act for which a license is required by this chapter, or

(e) knowingly provided false information or made any false statement in his/her application or

(f) provided incomplete information or failed to provide any requested information on his/her application.

(~~7~~8) A licensee may request reconsideration of the denial of his/her application by following the procedures set forth in Section 3.04.065 of this code, and any amendments thereto.

(~~8~~9) If a license is denied for knowingly providing false information or making any false statement on an application, the applicant, whether an individual or a business entity, shall be ineligible to reapply for a license under this chapter for one calendar year from the date of the license denial.

(10) For the purposes of this section, "conviction" shall not include charges for which a person has successfully completed a diversion or deferred judgment program or

which have been expunged or pardoned pursuant to the law of any applicable jurisdiction."

SECTION 8. Section 3.72.055 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Fees – Private Security Agency license – new and renewal.** Every new application for a Private Security Agency license shall be accompanied by a fee of ~~three hundred dollars~~ $300.00 per year, and for new applications received on or after July 1, 2014, a fee of $400.00 per year. ~~for a new agency and one hundred dollars per year~~ Every application for a Private Security Agency license renewal~~s~~ shall be accompanied by a fee of $100.00 per year and for renewal applications received on or after July 1, 2014, a fee of $200.00. All fees are non-refundable and no fees shall be pro-rated."

SECTION 9. Section 3.72.120 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Qualifications for a private security permit.** To obtain a permit to work as a private security officer, a person must meet the following qualifications:

(1) Be at least eighteen years of age;

(2) Be able to ~~read and write the English language~~ communicate effectively with both the general public and public safety personnel;

(3) Have no felony conviction, nor be currently under indictment, charge or information for, or on diversion or deferred judgment for a felony offense;

(4) Have no adjudication as a juvenile offender for an act that would constitute a felony if committed by an adult:

(a) within five years preceding the date of application for a non-person offense, or

(b) within ten years preceding the date of application for a person offense;

(5) Have no misdemeanor conviction, shall not be currently under indictment, charge or information for, or on diversion or deferred judgment for a misdemeanor offense or have been adjudicated to be a juvenile offender as a result of the commission of an act that would constitute a misdemeanor if committed by an adult:

(a) within five years preceding the date of application for weapons charges, crimes of violence, or crimes involving physical force;

(b) within two years preceding the date of application for any other misdemeanor crimes not included in subsection (5)(a);

(c) For the purposes of this section, "conviction" shall not include charges for which a person has successfully completed a diversion or deferred judgment program or which have been expunged or pardoned pursuant to the law of any applicable jurisdiction."

(6) Have no history of or present mental, psychological or emotional impairment, unless, in the opinion of a licensed psychiatrist or psychologist, such impairment would not adversely affect the permitee's ability to carry out the duties of a private security officer."

SECTION 10. Section 3.72.130 of the Code of the City of Wichita, Kansas, is hereby amended to shall read as follows: "**Application for private security permit--Approval of issuance.** (1) The application for a private security permit shall contain:

(a) A full set of the applicant's fingerprints;

(b) Two passport-sized color photographs of the applicant taken within the preceding thirty days;

(c) Proof of age and identity which must be provided by presentation of a government-issued ~~photo ID~~ or other official or apparently official document that is not encrypted, containing a photograph and signature of the applicant;

(d) A letter from the agency stating that the applicant is being considered for employment;

(e) A drug screening test, the results of which are no older than 30 days preceding the date of application, which has been performed by a licensed laboratory certified to conduct such testing, indicating the applicant is free from the use of amphetamines, barbiturates, benzodiazepines, cannabinoid, cocaine metabolites, opiates and phencyclidine; and

(f) If the application is for a firearms permit, a letter from a licensed psychologist or psychiatrist, dated within the preceding six months, stating that in his or her opinion the applicant does not suffer from any mental or emotional impairment which would adversely affect the applicant's abilities to carry out the duties of an armed private security officer ~~or an armored car private security officer~~.

(2) All questions on the application form shall be answered truthfully and fully in the applicant's own handwriting. Falsifying or omitting any information requested on the application shall be cause for denying a permit. If a permit is denied for providing false information or making a false statement on an application, the applicant shall be

ineligible to reapply for a permit under this chapter for one calendar year from the date of the permit denial.

(3) Private security officers shall be required to satisfactorily complete the ~~private security officer~~ course ~~or courses~~ of study for private security officers which has been approved in writing by the Chief of Police. Said course of study shall be completed within ninety days from the date of application; provided, however, that the Chief of Police may, upon written request and for good cause shown, extend the ninety day course completion requirement, or waive the training requirement. If an applicant has successfully completed the currently approved course or courses of study for private security officers within one calendar year prior to his or her application and can show satisfactory proof thereof, the applicant will be considered to have complied with the training requirement for the category of permit corresponding to the level of training completed.

SECTION 11. Section 3.72.140 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Permit - Information and display required.** Every person engaged in the business of or operating as a private security officer, under the provisions of this chapter, shall have a permit which includes a photograph, thumbprint and signature of the holder, and any weapon such officer is authorized to possess and use in the course of such officer's duties, if applicable, and shall display said permit upon demand by any law enforcement officer. This permit will be in the form approved by the Chief of Police.

It is unlawful for any permit holder to engage in any activities within the purview of this chapter without having such permit in his or her possession. Upon suspension,

revocation or expiration of this permit, it shall be surrendered immediately to the Chief of Police."

SECTION 12. Section 3.72.160 of the Code of the City of Wichita, Kansas, shall read as follows: **"Fees--Permits and training--New and renewal.** The following fees are established for the permitting and training of private security officers. All fees are non-refundable and no fees shall be pro-rated:

(1) Permit fees:

(a) Initial permit: ~~$35.00; for applications received on or after January 1, 2011, $40.00; for applications received on or after January 1, 2012~~, $45.00; for applications received on or after July 1, 2014, $50.00.

(b) Firearm permit upgrade: ~~$15.00; for applications received on or after January 1, 2011, $20.00; for applications received on or after January 1, 2012,~~ $25.00; for applications received on or after July 1, 2014, $30.00.

(c) Additional permit (for private security officers employed by more than one agency): ~~$25.00; for applications received on or after January 1, 2011, $30.00; for applications received on or after January 1, 2012,~~ $35.00; for applications received on or after July 1, 2014, $40.00.

(d) Permit renewal: ~~$25.00; for applications received on or after January 1, 2011, $30.00; for applications received on or after January 1, 2012,~~ $35.00; for applications received on or after July 1, 2014, $40.00.

(e) Additional permit renewal: ~~$25.00; for applications received on or after January 1, 2011, $30.00; for applications received on or after January 1, 2012~~, $35.00; for applications received on or after July 1, 2014, $40.00.

(f) Permit replacement: ~~$15.00; for applications received on or after January 1, 2011, $20.00; for applications received on or after January 1, 2012,~~ $25.00; for applications received on or after July 1, 2014, $30.00.

(g) Fingerprinting and criminal history records check: Fee as set by the Kansas Bureau of Investigation

(2) Training fees:

(a) Basic training: *

(b) Advanced training: *

(c) Firearm training: *

(d) Annual firearm proficiency testing *

*Fees for training courses are set by designated training providers and are subject to review and approval by the Chief of Police."

SECTION 13. Section 3.72.210 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm permit – Issued by Chief of Police, requirements.** A firearm permit shall be issued to a private security officer by the Chief of Police provided that:

(1) no firearm permit shall be issued to any person who has not attained the age of 21 years; and

(2) the private security officer is not prohibited from lawfully possessing a firearm by any federal, state or local law; and

(3) the private security officer presents satisfactory proof that he or she has completed the required course of training; and

(4) the private security officer is currently in possession of an advanced private security permit ~~or a temporary permit issued to an armored car private security officer~~ prior to the firearm permit being issued; and

(5) the agency employing the private security officer provides a written statement that he or she is required to carry a firearm in order to perform the duties of employment."

SECTION 14. Section 3.72.230 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm permit – Training required.** All persons initially applying for a firearm permit shall be required to complete and satisfactorily pass a firearm training and qualification course as approved by the Chief of Police. All persons seeking to renew an existing firearm permit shall be required to complete and satisfactorily pass a firearm qualification course as approved by the Chief of Police. The required training and/or qualification course must be completed prior to the firearm permit being issued or renewed<u>, and must be provided by firearms instructors possessing instruction credentials as required and approved by the Chief of Police. Training requirements and qualification standards for permit applicants as well as credentials required for firearms instructors shall be in writing and signed by the Chief of Police, and shall be posted on the Wichita Police Department's website and otherwise made available to all private security officers, agencies, and permit applicants.</u>"

SECTION 15. Section 3.72.240 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm permit – Limited to authorized firearm and ammunition only, information required.** (1) The Chief of Police shall approve the make, model. ~~and~~ caliber, barrel length, trigger pull and magazine capacity of all firearms which may be carried pursuant to a firearm permit, as well as the ammunition which may be used therein. A list of approved firearms, specifications and ammunition shall be in writing and signed by the Chief of Police. Such list shall be posted on the Wichita Police Department's website and otherwise made available to all private security officers, agencies, and permit applicants. Only a specific firearm and ammunition of the type approved by the Chief of Police shall be carried and used pursuant to a firearms permit. The use or possession of any unapproved firearm or a firearm with any feature, modification, or ammunition not approved by the Chief of Police shall be a violation of this ordinance.

(2) The make, model, caliber and serial number of the specific firearm shall be noted on the private security officer's permit which shall be in his or her possession at all times when the authorized firearm is carried, and failure to do so is considered a violation of this ordinance."

SECTION 16. Section 3.72.250 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm permit – Duty to report change in status.** (1) Every person possessing a firearm permit shall be required to report to the Chief of Police any change in such person's permit status ~~of either advanced private security and firearm or armored car private security~~.

(2) It shall also be the duty of every private security agency to notify the Chief of Police of any employee's change in permit status ~~of either advanced private security and firearm or armored car private security~~.

(3) Every person possessing a firearm permit issued pursuant to this chapter shall be required to report immediately to the Chief of Police if such person becomes ineligible to possess a firearm under any federal, state or local law.

(4) If any private security agency becomes aware that any employee of such agency has become ineligible to possess a firearm under any federal, state or local law, it shall be the duty of such agency to report such information immediately to the Chief of Police.

(5) Failure to make any report as required in this section shall constitute a misdemeanor and shall be punishable as set forth in Section 3.72.340."

SECTION 17. Section 3.72.260 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Firearm – when carrying prohibited.** (1) Every person possessing a firearm permit under this chapter shall carry such firearm only while traveling directly from the person's residence to the person's place of employment, during the person's tour of duty while actively engaged as a private security officer, and while traveling directly from the person's place of employment to the person's residence.

(2) Carrying a firearm into any tavern, private club or drinking establishment is prohibited~~, except that this prohibition shall not apply to a person possessing an armored car private security permit while actively engaged in the duties of his or her employment~~.

(3) Carrying of any firearm other than the firearm specifically authorized by the private security officer's firearm permit is prohibited.

(4) Failure to comply with any of the provisions set forth in this section shall be considered a violation of this ordinance and shall be punishable as set forth in 3.72.340."

SECTION 18. Section 3.72.290 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Uniform requirements.** (1) Every permitted private security officer shall, at a minimum, display on the outermost garment the name of the private security agency ~~or armored car service~~ by whom the permitted security officer is employed, the word "Security" and identification which contains the last name of the private security officer, ~~except that uniforms worn by a permitted armored car private security officer may display the word "Armored" instead of the word, "Security~~".

(2) The name of the private security agency and the word "Security" ~~or "Armored"~~ shall be of a size, style, shape, design and type which is clearly visible by a reasonable person under normal conditions.

(3) Such uniforms and any insignias worn by a permitted private security officer shall be distinctively different from those worn by officers of the Wichita Police Department, the Sedgwick County Sheriff's Office, the Kansas Highway Patrol, or any reserve component of the foregoing agencies."

(4) Every private security agency shall provide to the Chief of Police a full color picture of the uniform or uniforms that are worn by employees of said agency. The photos shall be maintained on file with the police department and must be updated by the agency with each license renewal application and whenever there is any change in the

uniform, within 30 calendar days of such change. Submission of photos may be by electronic means. Failure to submit such photo shall be considered a violation of this ordinance and shall be punished as set forth in Section 3.72.340.".

SECTION 19. Section 3.72.300 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Uniforms – prohibited acts.** (1) It is unlawful for any private security officer to wear a uniform or display any badge, shoulder patch, logo or any other insignia or identification which contains the words "Law Enforcement" and/or similar word(s) including, but not limited to: police, agent, enforcement agent, detective, task force, fugitive recovery agent or any other combination of names which gives the impression that the bearer is in any way connected with the federal government, state government or any political subdivision of a state government.

(2) It is unlawful for any person to wear a private security uniform as required in Section 3.72.290 until a private security permit has been issued to such individual by the Chief of Police.

(3) It is unlawful for any permitted private security officer to wear a private security uniform as required in Section 3.72.290 or any other distinctive badge, shoulder patch, logo or other insignia or identification except as follows:

(a) Directly from the individual's residence to the individual's place of employment;

(b) During the individual's tour of duty while actively engaged as a private security officer; and

(c) Directly from the individual's place of employment to the individual's residence.

(4) It is unlawful for any permitted private security officer to wear a private security uniform or any other distinctive uniform, badge, shoulder patch, logo or other insignia or identification into any tavern, private club or drinking establishment, except when the establishment has employed the private security officer to work in the capacity as a private security officer. ~~Further, this prohibition shall not apply to a person possessing an armored car private security permit while actively engaged in the duties of his or her employment.~~

(5) It is unlawful for any permitted private security officer to wear as a part of his or her uniform an external vest carrier that resembles or is similar to those issued to or worn by law enforcement officers or members of the Armed Forces.

Any person who violates any of the provisions set forth in this Section shall be considered in violation of this ordinance and shall be punished as set forth in Section 3.72.340.

SECTION 20. Section 3.72.310 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Vehicles.** (1) The vehicles used to conduct the business of a private security agency ~~or armored car service~~ within the City of Wichita by any licensee shall be of a design and color scheme distinctly different from that of the marked patrol vehicles of the Wichita Police Department, the Sedgwick County Sheriff's Office and the Kansas Highway Patrol. In addition, such vehicles shall be equipped only with lighting devices as required or authorized by state law and city ordinance. The word or words, "Security" or "Private Security" ~~or "Armored"~~ shall be prominently displayed on both sides of such vehicles, with the letters being of a size, style, shape, design and type which is clearly visible by a reasonable person under normal conditions.

(2) No private security vehicle shall have the word "Police" painted, placed or otherwise displayed upon such vehicle, nor shall any insignia be painted, placed or otherwise displayed upon such vehicle which is similar to, or which could be confused with, a law enforcement vehicle.

(3) Every private security agency shall provide to the Chief of Police a full color picture of the vehicle or vehicles that are being operated by employees of said agency. The photos shall be maintained on file with the police department and must be updated by the agency with each license renewal application and whenever there is any change in the vehicles used by the agency, within 30 calendar days of such change. Submission of photos may be by electronic means. Failure to submit such photo shall be considered a violation of this ordinance and shall be punished as set forth in Section 3.72.340.

SECTION 21. Section 3.72.320 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **"Arrest by a private person.** A private security officer may exercise the power of making a citizen's arrest only as set forth in K.S.A. 22-2403 and Section 3.72.010(9) of this code, and any amendments thereto."

SECTION 22. Section 3.72. 330 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: "**Impersonating a private security officer.** Any person who shall wear a private security uniform or badge, or shall otherwise represent himself or herself to be a private security officer while such person is not duly permitted under this chapter to exercise the duties of a private security officer shall be deemed guilty of a misdemeanor and shall be punished as set forth in Section 3.72.340."

SECTION 23. Section 3.72.205 of the Code of the City of Wichita, Kansas, shall read as follows: **"Equipment and duty gear authorized by Chief of Police – carrying unauthorized equipment or wearing of unauthorized duty gear prohibited.** A list of authorized equipment and duty gear which may be carried, used and/or worn by private security officers permitted under this chapter and according to each category of permit shall be in writing and signed by the Chief of Police. Such list shall be posted on the Wichita Police Department's website and otherwise made available to all private security officers, agencies, and permit applicants. Carrying or use of any unauthorized equipment or wearing of any unauthorized duty gear by a private security officer permitted under this chapter or carrying or use of any equipment not authorized for the category of permit possessed by any private security officer is a violation of this ordinance and shall be punished as set forth in Section 3.72.340."

SECTION 24. Section 3.72.285 of the Code of the City of Wichita, Kansas, shall read as follows: "**Electronic Control Device – permit to carry required, issued by Chief of Police, requirements**. (1) A permit allowing a private security officer to carry an electronic control device as authorized equipment shall be issued by the Chief of Police and shall be valid for one year from the date of issuance provided that all of the following requirements are met:

(a) All persons applying for a permit to carry an electronic control device or seeking to renew an existing permit to carry an electronic control device shall provide proof of satisfactory completion of a training course for the use of such device as approved by the Chief of Police. Such course of training must be completed prior to the

electronic control device permit or renewal permit being issued, and shall be provided by an instructor certified by the electronic control device manufacturer. Training requirements and qualification standards shall be in writing and signed by the Chief of Police, and shall be posted on the Wichita Police Department's website and otherwise made available to all private security officers, agencies, and permit applicants.

(b) The private security officer is currently in possession of a valid and unexpired advanced private security permit.

(c) The agency employing the private security officer provides a written statement to the Chief of Police that the officer has the agency's permission to carry an electronic control device while performing the officer's duties of employment.

(2) A private security officer shall carry only the approved civilian version of any brand of electronic control device. A list of approved models shall be in writing and signed by the Chief of Police, and shall be posted on the Wichita Police Department's website and otherwise made available to all private security officers, agencies, and permit applicants.

(3) It is unlawful for any private security officer to carry an electronic control device while performing his or her duties as a private security officer without obtaining a permit as required in subsection (1) herein.

(4) The permit to carry an electronic control device shall be documented on the private security officer's advanced permit, which must be in the

officer's possession at any time the officer is carrying the electronic control device.

(5) Upon expiration, an electronic control device permit must be either renewed or surrendered as set forth in Section 3.72.190.

Any person who violates or fails to comply with any of the provisions set forth in this Section shall be considered in violation of this ordinance and shall be punished as set forth in Section 3.72.340."

SECTION 25. Section 3.72.286 of the Code of the City of Wichita, Kansas, shall read as follows: **Electronic Control Device permit – Suspension/revocation, grounds therefore and right to hearing.** The Chief of Police may suspend or revoke any Electronic Control Device permit if the holder of a permit fails to comply with provisions of Section 3.72.285, or for other good cause. The holder of the permit shall immediately be given notice of the cause of such suspension or revocation and an opportunity to be heard as set forth in Section 3.72.110, and subject to the procedures set forth therein.

SECTION 26. Section 3.72.287 of the Code of the City of Wichita, Kansas shall read as follows: **"Severability.** If any section, subsection, or clause of the ordinance codified in Sections 3.72.050 through 3.72.287 shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected."

SECTION 27. The originals of Sections 3.72.010, 3.72.015, 3.72.020, 3.72.030, 3.72.040, 3.72.050, 3.72.055, 3.72.120, 3.72.130, 3.72.140, 3.72.160, 3.72.210, 3.72.230, 3.72.240, 3.72.250, 3.72.260, 3.72.290, 3.72.300, 3.72.310, 3.72.320, and 3.72.330 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 28. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of_____, 2013.

_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Revised 5-20-13

Agenda Item No. IV-5.

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Approval of Floating Stage on Arkansas River (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the proposal.

Background: The City of Wichita has been awarded an Economic Development Initiative (EDI) grant by the Department of Housing and Urban Development (HUD) in the amount of $247,500 for the construction of an amphitheater-type facility in the WaterWalk development. The area designated for such a facility in the WaterWalk master plan is between Gander Mountain and the Wichita Boathouse. It is the City's intent to design and construct a floating stage on the Arkansas River, near the east bank, including a modest seating area. On March 11, 2013, the Design Council recommended approval of the floating stage that meets the "Acceptable" requirements of the Design Guidelines. A subsequent Design Council meeting was held on May 15, 2013, which gave approval to the material and color palette shown in the attached renderings. The stage would have the ability to be moved to other areas of interest along the river and anchored for event purposes. The grant's terminology of "amphitheater" has been determined to mean an outdoor facility with stage and a seating area with no limiting criteria for a land based structure.

Analysis: To utilize the full value of the grant funding, staff recommends using the design-build concept for the floating stage. A Request for Proposal (RFP) was completed in January of 2013. The RFP included the following criteria: engineering design, stage size/shape, utility presence, design for river flow variances, Americans with Disabilities (ADA) compliance, portability, life cycle, etc. Also, all work would need to be completed prior to September 30, 2013 to keep the funding. This short timeframe would prohibit the use of a more standard design-bid-build process. One proposal was submitted by Prairie Lake Company. The Staff Screening and Selection committee selected Prairie Lake Company based on the ability to meet all the criteria included in the RFP. ~~The proposed roof depicted in the rendering is a future feature.~~

Financial Considerations: The grant has a cap of $247,500 ***and will be utilized to construct the floating stage.***~~and the City. has stipulated that no additional funds are available for the construction of the stage and related minor river bank improvements~~. ~~The single proposal has included funds to handle contingencies and has been submitted in the amount of $247,500~~***. The grant has insufficient funds for the*** ~~***The***~~ ***proposed canopy depicted in the rendering***, ~~***is a future feature. Additional funds for the canopy are not available at this time but would be***~~ ***however, funding is available in the Area 3 budget and staff is recommending funding in an amount not to exceed $60,000 be allocated for the canopy***~~***. allocated from the Area 3 project budget at a later date with the estimated cost of $60,000 for the canopy addition.***~~ ***The grant monies will pay for the floating stage only.***

Legal Considerations: The RFP and EDI grant have been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposal, approve the Economic Development Initiative grant***, authorize funding from the Area 3 budget,*** and authorize the necessary signatures.

Attachments: EDI grant, RFP, proposal and renderings.

APPLICATION FOR FY2006
ECONOMIC DEVELOPMENT INITIATIVE
SPECIAL PROJECT GRANTS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CITY OF WICHITA, KANSAS

DOWNTOWN WATERWALK REVITALIZATION PROJECT

B-O6-SP-KS-0363

JUNE 20, 2006

Version 7/03

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED
June 20, 2006

Applicant Identifier
B-06-SP-KS-0363

1. TYPE OF SUBMISSION:
[X] Application — [X] Pre-application
Construction — Construction
[ ] Non-Construction — [ ] Non-Construction

3. DATE RECEIVED BY STATE
NA

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier
B-06-SP-KS-0363

5. APPLICANT INFORMATION

Legal Name: City of Wichita

Organizational Unit:
Department: Department of Finance

Organizational DUNS: 04-306-34-60

Division: Risk Management

Address:
Street: 455 North Main Street
City: Wichita
County: Sedgwick
State: Kansas — Zip Code 67202
Country: USA

Name and telephone number of person to be contacted on matters involving this application (give area code)
Prefix: Ms. — First Name: Kelly
Middle Name: A.
Last Name: Carpenter
Suffix:
Email: kcarpenter@wichita.gov
Phone Number (give area code) (316) 268-4300
Fax Number (give area code) (316) 268-4656

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
4 8 - 6 0 0 0 6 5 3

8. TYPE OF APPLICATION:
[X] New [ ] Continuation [ ] Revision

If Revision, enter appropriate letter(s) in box(es)
(See back of form for description of letters.)

Other (specify)

7. TYPE OF APPLICANT: (See back of form for Application Types)
C

Other (specify)

9. NAME OF FEDERAL AGENCY:
U. S. Department of Housing and Urban Development

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:
TITLE (Name of Program):
EDI-Special Project

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Construction of a public amphitheater in downtown Wichita.

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):
City of Wichita, Kansas

13. PROPOSED PROJECT
Start Date: 09/30/06 — Ending Date: 02/28/08

14. CONGRESSIONAL DISTRICTS OF:
a. Applicant: 4th — b. Project: 4th

15. ESTIMATED FUNDING:

a. Federal	$ 247,500	.00
b. Applicant	$	.00
c. State	$	.00
d. Local	$	.00
e. Other	$	.00
f. Program Income	$	.00
g. TOTAL	$ 247,500	.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Yes [ ] THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON
DATE:
B. No [X] PROGRAM IS NOT COVERED BY E. O. 12372
[ ] OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? [X]
[ ] Yes If "Yes" attach an explanation — No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative
Prefix: Mr. — First Name: Carlos — Middle Name
Last Name: Mayans — Suffix
b. Title: Mayor
c. Telephone Number (give area code) (316) 268-4331
d. Signature of Authorized Representative
e. Date Signed 6-20-06

THE CITY OF WICHITA

Previous Edition Usable — Standard Form 424 (Rev. 9-2003)

PROJECT NARRATIVE

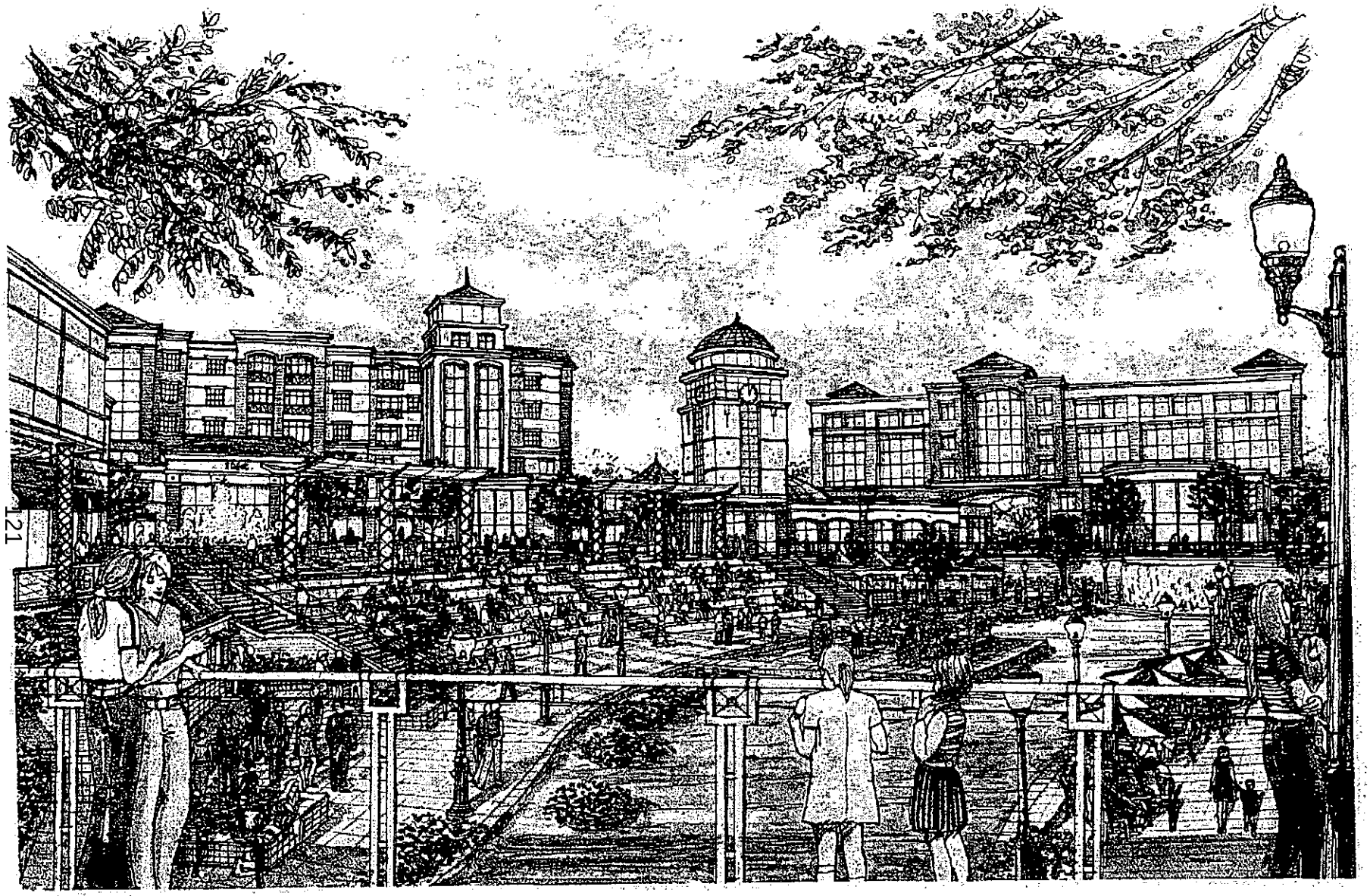
On September 10, 2002, the City Council approved the Development Agreement and Master Plan for the WaterWalk Redevelopment Project, a public-private partnership located in the East Bank Redevelopment District in downtown Wichita. On March 25, 2003, the City Council approved a revision of the Site Plan in the Development Agreement, approving the vacation of Lewis Street within the project area and the construction of a new street connecting Waterman and Lewis streets. On September 16, 2003, the City Council approved a revised Master Plan that incorporates a major destination retail facility based on the construction of an 85,000 s.f. Gander Mountain store and related Parking Deck which had its grand opening September 9, 2005. Approval of the revised Master Plan was conditioned on subsequent approval by the City Council of necessary changes to the Development Agreement which were approved.

The revised Master Plan incorporates the national destination retail store (Gander Mountain) and the approved changes to Lewis and Waterman streets. Also in the revised Master Plan, parking, retail, office and residential uses are integrated within two mixed-use structures; while a third building incorporates a parking structure with street-front and waterway-level retail space and a multi-level office building.

There is also, a landscaped, lighted parking area under the Kellogg "fly-over" to provide additional surface parking needed for the destination retail store and additional restaurants and commercial entities that will be constructed along Dewey Street.

Since the revised Master Plan was approved, WaterWalk LLC has made adjustments to the design of the waterway in order improve the quality and amenities of the project. The $247,500 in EDI-Special Project grant funds will only be used for the "hard" construction costs of the public amphitheater. The changes to the waterway involve dividing the waterway into three zones with different design and artistic characteristics: one zone near the Arkansas River, a central zone in which the waterway is built at grade level, and a third zone nearer to Main Street where the waterway is built one story below grade in order to keep the amphitheater in the revised Master Plan. By raising the elevation of the waterway in the central zone, the need to build costly vehicular and pedestrian bridges has been eliminated. More importantly, it permits the pool in front of the amphitheater to include Bellagio-style water features (called Waltzing Waters) with nearly 100 fountains choreographed with laser light and music and integrated with the "Liquid Fire" along the banks of the Arkansas River. This area, surrounded by elegant and powerful artistic elements, make this $135 million dollar, public/private, mixed-used development one of the most unique areas in the Midwest.

It is expected that construction will start with the installation of auger-cast piers for Building C beginning in August or early September 2006. The total construction is expected to take about 16 months, which would make the completion date about February 1, 2008. Because there is a basement under a part of Building C that's sole purpose is to support the activities and features in the amphitheater, and because the amphitheater will be the last thing completed, we need to allow the entire 16 months for constructing the amphitheater as well as Building C. It is impossible to separate them. The City expects to have all of the HUD funds obligated and spent long before the September 30, 2008 obligation date of the EDI grant. A color rendering of the WaterWalk amphitheater is enclosed.



WICHITA
WATERWALK

Gossen Livingston
Architecture

EDI Special Project Grant

B-06-SP-KS-0363

Project Budget

WICHITA, KANSAS

Downtown WaterWalk Revitalization Project

WaterWalk Amphitheater Construction Costs	$247,500
Total EDI Special Project Budget **Construction**	$247,500

Total estimated construction costs of the WaterWalk public amphitheater with pools, Bellagio-style fountains, music, laser lighting and other amenities is estimated at $3,500,000. HUD funding will be used to pay for the construction of the public seating area of the WaterWalk public amphitheater.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[b] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[x] a. bid/offer/application b. initial award c. post-award	[a] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
[x] Prime [ ] Subawardee Tier _____, if known: Department of Finance, 12th Floor, City Hall 455 North Main Wichita Kansas 67202 **Congressional District**, if known: 4th	**Congressional District**, if known:
6. Federal Department/Agency: U.S. Department of Housing and Urban Development	**7. Federal Program Name/Description:** FY2006 EDI Special Project B-06-SP-KS-0363 CFDA Number, if applicable: _____
8. Federal Action Number, if known:	**9. Award Amount**, if known: $247,500
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Intergovernmental Relations Officer (Vacant) City Manager's Office, 13th Floor City Hall, 455 North Main Wichita, Kansas 67202	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: [signature] Print Name: Carlos Mayans Title: Mayor Telephone No.: (316) 268-433[illegible] Date: 6-20-06
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Acknowledgment of Receipt
of Application for A
FY 2006 EDI – SPECIAL PROJECT Grant

U.S. Department of Housing
and Urban Development
Washington, DC 20410

Type or clearly print your name and return address in the space below.

Kelly Carpenter, Director of Finance

Department of Finance, 12th Floor, City Hall, 455 North Main

Wichita, Kansas 67202

---

fold line

To Be Signed/Dated Below by HUD Processing and Control Branch, Room 7251, 451 Seventh Street, SW, Washington, DC 20410:

We have received your application for a **FY 2006 grant. The Congressional Grants Division will** review your application and contact you if any more information is needed. Otherwise, you should receive an approval package in the near future.

Processor's Name: _____

Date of Receipt: _____

REQUEST FOR PROPOSAL

Floating Stage Project
City of Wichita – Public Works & Utilities

December 6 2012

PROJECT DEFINITION

The City of Wichita is seeking proposals to select a Design/Build team to complete all aspects of the design, construction and installation of a floating stage The proposal will include the approach to be taken to ensure a timely and well organized design and construction process, to minimize the interruption to the public s access to the river bank in this area, and to assure that all work will be completed no later than September 1 2013.

The selection of the Design/Build team by the City s Staff Screening and Selection Committee will be based on six factors that are described in detail later in this document. (1) approach to the project (2) ability to conduct the work (3) proposed scope of work to be provided within the stated budget and timeline (4) expected life and maintenance cost of the proposed design (5) credentials and experience of the project staff and (6) references

In order to ask questions please submit by email to Ed Martin at emartin@wichita.gov no later than January 2013 Responses will be available on-line Ed can be reached by phone at the following number for general questions, but no binding information will be provided verbally All binding information will be provided in writing through the addendum process.

Ed Martin	Office Phone	316-268-4119
	Cell Phone	316-207 7343

SCHEDULE

The accompanying table includes key dates for the selection process It is anticipated that project work will begin in late February although the dates for events following the receipt of proposals are estimates and may vary at the City s discretion

Schedule	
RFP Released	December 6 2012
Pre-Proposal Conf	December 20 2012
Proposals Due	January 11 2013
Interviews	Week of January 21st
Project Awarded	February 15 2013
Kickoff Project	February 18 2013

BACKGROUND

The City has been awarded an Economic Development Initiative (EDI) grant by the Department of Housing and Urban Development (HUD) in the amount of $247 500 that that must be spent on the construction of an amphitheater-type facility in the WaterWalk development near downtown Wichita. The entire amount of the grant must be paid out no later than September 30 2013 The area designated for this facility in the City s master plan for WaterWalk is between Gander Mountain and the Boathouse on the east bank of the Arkansas River south of the bridge that connects Maple Street to the west and Waterman to the east

The term amphitheater is interpreted to mean an outdoor facility with a stage and seating area where presentations and/or performances can be provided for the public. However it is not interpreted to necessarily mean a facility with numerous high-tech or theatrical amenities. However such amenities could be added later when funding is available. Also it is interpreted to mean a facility where the public can bring blankets or folding chairs for seating rather than the project being initially constructed with structured seating.

It is the City's intent to design and construct a floating stage which would be located in the Arkansas River near the east bank with a seating area that includes the existing walkway along the river's edge and the sloping river bank behind it. Reshaping of the riverbank would be held to a minimum and the majority of the available funding would be directed to the construction of the floating stage and providing power to it.

All work included in this project, including contingencies, may not exceed the $247,500 amount of the Federal grant.

The City is fully aware that its "wish list" for this project, as expressed in the scope of work, exceeds the limits of available funding. However it is the desire of the City to achieve as much of the scope of work as possible without exceeding the $247,500 cap and it is looking to the Design/Build team to be creative in developing a solution that maximizes benefits while controlling costs.

To help guide the Design/Build team in developing their proposal, the items in the scope of work are listed in priority order. Priorities #1 and #2 shall be the core requirements for any proposal presented in response to this RFP and no proposal will be considered that does not address these two priorities as a minimum. In addition, the Design/Build team is encouraged to include additional items from the scope of work in continuing priority order which they feel can be incorporated within the available funds.

SCOPE OF SERVICES

The selected Design/Build team shall:

1. Provide the City with a design for a functioning floating stage and related on-land development that meets the criteria listed and can be designed and constructed within the available funds.

2. Be responsible for obtaining all necessary permits including the Army Corps of Engineers, the Kansas Department of Agriculture Division of Water Resources, and the City of Wichita Office of Central Inspection for installing the stage in the river and supplying all related services on land.

3. Be responsible for all architectural and engineering services including design and preparation of stamped professional drawings as may be required by the permitting agencies and for construction.

   Be responsible for all aspects of construction (both in the river and on land) including site utilities and grading as may be required to complete the project under a turn-key contract. Davis-Bacon wage rates are <u>not</u> required on this project.

Complete all aspects of the project within the maximum total budget of $247,500 and prior to the final deadline of September 1, 2013

Floating stage general design criteria

1. The stage will be anchored facing the east bank of the Arkansas River in downtown Wichita, midway between the Boathouse and Gander Mountain, south of the Maple Street/Waterman Bridge and north of the Kellogg Avenue Bridge. A 10' wide paved walking path parallels the river adjacent to the water and the sloping riverbank on the east side of the path rises about 10 feet forming a natural grass seating area.

2. The Arkansas River in downtown Wichita is retained by a dam with a normal pool elevation about 1 foot below the elevation of the adjacent paved walkway on the east bank. However it is a flowing river which rises and falls in response to rainfall and/or snow melting in the upstream drainage basin. As the river rises it flows faster and has a greater potential for floating debris.

3. The normal pool elevation for the river at the area of the stage is 1284.0'. The elevation of the adjacent walkway is 1285 (+1 ft.) and the Corps of Engineers data sets the base flood elevation at 1292.0' (+8 ft.). At times the dam must be lowered for maintenance, exposing the river bottom at about 1280.0' (-4 ft.).

4. The stage must be installed in such a way that it is attractive, stable, secure and relatively permanent. It must be able to float vertically through the entire range of potential travel from -4 ft. to +8 ft. and be able to withstand any floating debris carried by the river during periods of high water. However the stage would not be used for performances when the river is not near the normal pool elevation.

5. It is desired for the stage to be of a modular design so it can be dissembled into individual sections that can be removed from the river and transported by truck to storage or maintenance sites when needed. Flotation for the stage can be provided through the use of pre-manufactured flotation modules designed for constructing boat docks or similar installations, or through the use of other flotation products/concepts. The stage must have a load capacity sufficient to provide stability and support for a wide variety of performance events or other reasonable uses.

   It is anticipated that the stage will be used for functions ranging from musical and theatrical performances to speakers, community events and weddings. It may also be used at times as a boat dock or canoe launch. Therefore the stage must have a hard and durable weatherproof surface that would be appropriate for such a variety of uses. Also the stage should provide a

variety of attachment points for securing various items to the stage as appropriate for its flexibility of use

The stage must have removable guardrails around the perimeter and an ADA compliant gangway that can be removed or raised and lowered to provide access when the stage is in use and separation from the riverbank when it is not in use

The Design/Build team is encouraged to be creative in developing a design for the floating stage that controls initial cost, minimizes maintenance costs and maximizes service life

6. Electrical power is available at a transformer approximately 300 ft. to the east near the NE corner of the Gander Mountain store The Design/Build team shall be responsible for all labor and materials to obtain the required electrical power from the transformer and transmit that power underground to the riverbank near the stage following a route approved by the City's project manager The Design/Build team shall also be responsible for installing a system that enables the floating stage to be connected to the electrical service on shore that is safe and fully code compliant, is able to either adjust to changes in the river pool elevation or be protected from such changes in elevation, and does not create an obstacle to ADA access. This connection can be made on an as-needed basis and does not need to be a permanent connection

Floating stage prioritized design criteria.

Priority #1
The City desires to have as large a stage as the budget will allow The minimum acceptable stage size is 20' deep x 30' wide although a stage that is deeper and wider would be preferred up to a maximum of 40' deep x 60' wide

Priority #2
Electrical power must be provided at a permanent location on land that can be accessed for use on the floating stage in a safe code-compliant way when needed. The minimum electrical requirement is 4 20 Amp 120V circuits for general use

The ideal electrical power for the stage project is as follows, and although power is not required to be provided at this level of service, any upgrade beyond the stated minimum requirement would be appreciated

a. 1-400 Amp 3-phase 5-wire all weather disconnect for lighting on the stage
b. 1 200 Amp 3-phase 5-wire all weather disconnect for sound amplification on the stage
c 6-20 Amp 120V circuits to the stage for general operations

Priority #3
Provide a cover over the stage and on the sides sufficient to provide shade and a sense of enclosure to the stage when desired. The sides must be removable for when a more open environment is preferred The cover and sides may be either fabric or a rigid material.

Priority #4

Provide a lighting truss near the front of the stage spanning the stage from left to right. Include wiring as part of the truss that will allow for connection to the power source on land and that allows for connecting to stage lighting fixtures that would be provided by others. The capacity of the truss in terms of lighting fixtures it can support and the level of power provided shall be determined by the Design/Build team as part of their proposal.

Priority #5 N/P

Provide a light truss on the riverbank that is about 20' above the ground, 60' wide between the supports. Fixtures on this truss will be provided by others. These fixtures will provide stage lighting as well as general lighting for the seating area on the riverbank. The capacity of the truss in terms of lighting fixtures it can support and the level of power provided shall be determined by the Design/Build team as part of their proposal. Also provide the ability for external speakers to be mounted on the legs of the truss for sound amplification.

Priority #6

Provide a light truss near the middle of the stage spanning the stage from left to right. Include wiring as part of the truss that will allow for connection to the power source on land and that allows for connecting to stage lighting fixtures that would be provided by others. The capacity of the truss in terms of lighting fixtures it can support and the level of power provided shall be determined by the Design/Build team as part of their proposal.

PROPOSAL SUBMISSION REQUIREMENTS

Please submit one (1) original and ten (10) copies of your proposal to Melinda Valker, Purchasing Manager, 12th Floor City Hall, 455 N. Main, Wichita, Kansas 67202 by 4:00 P.M. Friday, January 11, 2013. Proposals received at a different location or after this 4:00 P.M. deadline will be returned unopened to the proposer, with no exceptions.

The purpose of responses to this Request for Proposals (RFP) shall be to demonstrate the qualifications, competence and capacity of the Design/Build teams seeking to provide services in conformity with the terms and requirements listed herein. Items listed in the Evaluation Criteria section below shall provide a guideline for what must be included in a response to this RFP and the relative weight given to each area during the evaluation process.

EVALUATION CRITERIA

A Screening and Selection Committee consisting of staff from various City departments will evaluate proposals. At the discretion of the Selection Committee, respondents may be asked to make an oral presentation to clarify information in their submittal. The Selection Committee will make recommendations regarding the selection to the City Council and request authorization to negotiate a contract for service under the terms described in this RFP.

Design/Build teams and their proposals will be evaluated based on the following criteria. The qualification of each firm comprising the design/build team should be separately identified.

A. Approach to the Project (5 points max.)

1. Description of the steps and methodology the design/build team is proposing to accomplish the project objectives.
2. Description of how the proposed approach best serves the City's project goals.
3. Description of the quality control measures that will be provided by the design/build team

B. Ability to Conduct the Work (20 points max.)

4. The experience and expertise in the industry of all firms comprising the design/build team, and their experience with similar projects of similar size
5. Examples of work products with similarities to this project in which design/build team members played a significant role and an explanation of that role

C. Proposed Scope of Work to be Provided & Timeline (40 points max.)

6. A detailed listing of work listed in the Scope of Work which the design/build team says they can complete within the required maximum budget and deadline for completion. This must also include an explanation, and manufacturer's literature if applicable, regarding the basic construction concept for the stage flotation system which will be refined later in the design process.
7. The proposed project schedule and completion date. Designs for this project will be reviewed by the City's Design Council following their normal procedures

D. Expected Life and Maintenance Cost of Proposed Design (20 pts. Max.)

8. An estimate of the useful life of the floatation system, the deck materials and the enclosure to shade the stage if included in the proposal, and the replacement cost of each in today's dollars
9. A listing of anticipated normal maintenance tasks that will occur annually as well as those that will occur on a longer cycle which should be part of responsible ownership
10. An estimate of the maintenance cost over the first 10 years of using the stage if the work is contracted out to the private sector at today's normal prevailing rates, and assuming the stage stays in the water throughout the year

E. Credentials and Expertise of the Project Staff (10 points max.)

6. The quality of professional staff assigned and adequacy of resources for both design and construction
7. Names, credentials and experience of key people responsible for completing the project in both the design and construction phases must be included

F. References for Similar Projects (5 points max.)

8. The performance demonstrated by the contractor in meeting the objectives of this project.

The budget for the project is capped at the amount of the grant, and the City desires to spend the entire amount of the grant to achieve the maximum benefits, so cost will not be considered in evaluating the proposals. The City reserves the right to reject all proposals.

THE SELECTION PROCESS

The City of Wichita reserves the right to accept or reject any or all proposals. Submission of a proposal indicates acceptance of the conditions contained in the Request for Proposal (RFP) and an agreement to

negotiate a contract for services. The City reserves the right to make an award on the basis of greatest benefit to the City and *is not obligated to select the lowest cost option*

KANSAS OPEN RECORDS ACT

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Proposing firms should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked 'confidential' or 'proprietary'. For any essential information that the proposing firm reasonably believes can be defended as being exempt from disclosure under the Act, the information must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the proposing firm requests the City to contact the proposing firm for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

POST AWARD CONDITIONS

A. Before a contract is executed, the selected design/build team must submit to the City an approved Equal Employment Opportunity/Affirmative Action Plan. This does <u>not</u> have to be submitted with the proposal.
B. The design/build team agrees, if awarded the contract, to negotiate and enter into a contract with the City of Wichita within 30 days of award.

SUBCONTRACTING/JOINT VENTURES

Proposing firms are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more firms is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting firms must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION

The City of Wichita encourages all proposing firms to include emerging and disadvantaged business participation in their proposals. Therefore each proposing firm shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the proposing firm and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

MANDATORY ELEMENTS

Certification 1
The Consultant hereby certifies that

A. The Consultant has not employed or retained for a commission, percentage brokerage contingent fee override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement

C The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee contribution, donation, or consideration or any kind for or in connection with procuring or carrying out the Agreement, except as here expressly stated (if any)

Certification 2
The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members

A. No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor to any person for influencing or attempting to influence an officer or employee of any agency an officer or employee or City Council member of the City of Wichita, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities in accordance with its instruction

Certification 3

The Consultant hereby certifies that:

Conflict of Interest

The Consultant certifies that no member officer employee agent, or City Council member of the City of Wichita exercising any functions or responsibilities with respect to the program

outlined in this contract shall have any personal financial interest, direct or indirect in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement

Additionally all proposals must adhere to the following guidelines:

1. All proposals must be submitted on 8 ½" X 11 white paper (no legal size or odd size pages are permitted) and fully address the Scope of Services.
2. The proposal must include the signature of an official of the firm that is authorized to contract for the firm. The proposal must contain, contact person name and title, name of firm, address of firm, telephone number of contact person, fax number of firm and email address of contact person
3. A profile of the firm including the official contact person, telephone number and mailing address.

   If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified
4. The firm's experience including length of time in business, and the experience of staff members and their role in this project

   References with the nature of the services provided and contact information for each reference
5. Proposal for services and methodology for delivery of services.
6. Reasoning that explains why the proposed approach will achieve the City's objectives.
7. Affirmative action program or policy of the firm
8. Timeline for completing the project.
9. Proposed not-to-exceed fee for professional services.

The cost of preparing and delivering proposals is not eligible for inclusion in the cost proposal. Proprietary business information included in the response to this Request for Proposal should be marked clearly as such. Information that is strictly proprietary may not be subject to release, as a component of an open record request subject to review by the City Attorney. Proprietary information should be marked as such on each page on which the information appears.

FLOATING STAGE PROPOSAL

for the

City of Wichita

Prepared by

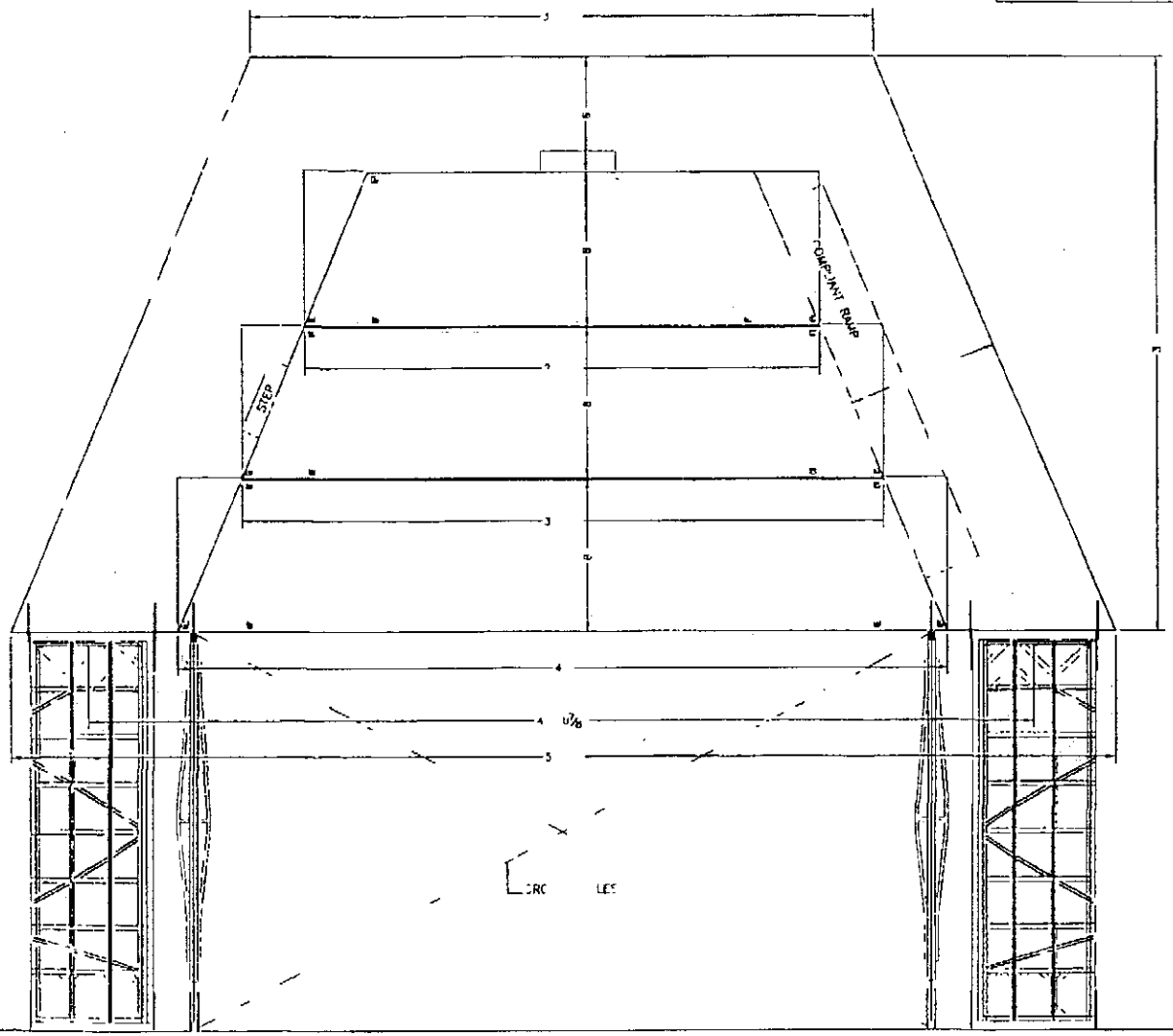
PRAIRIE LAKE COMPANY

EST. 2001

January 11, 2013

Submitted by

Matthew Livingston



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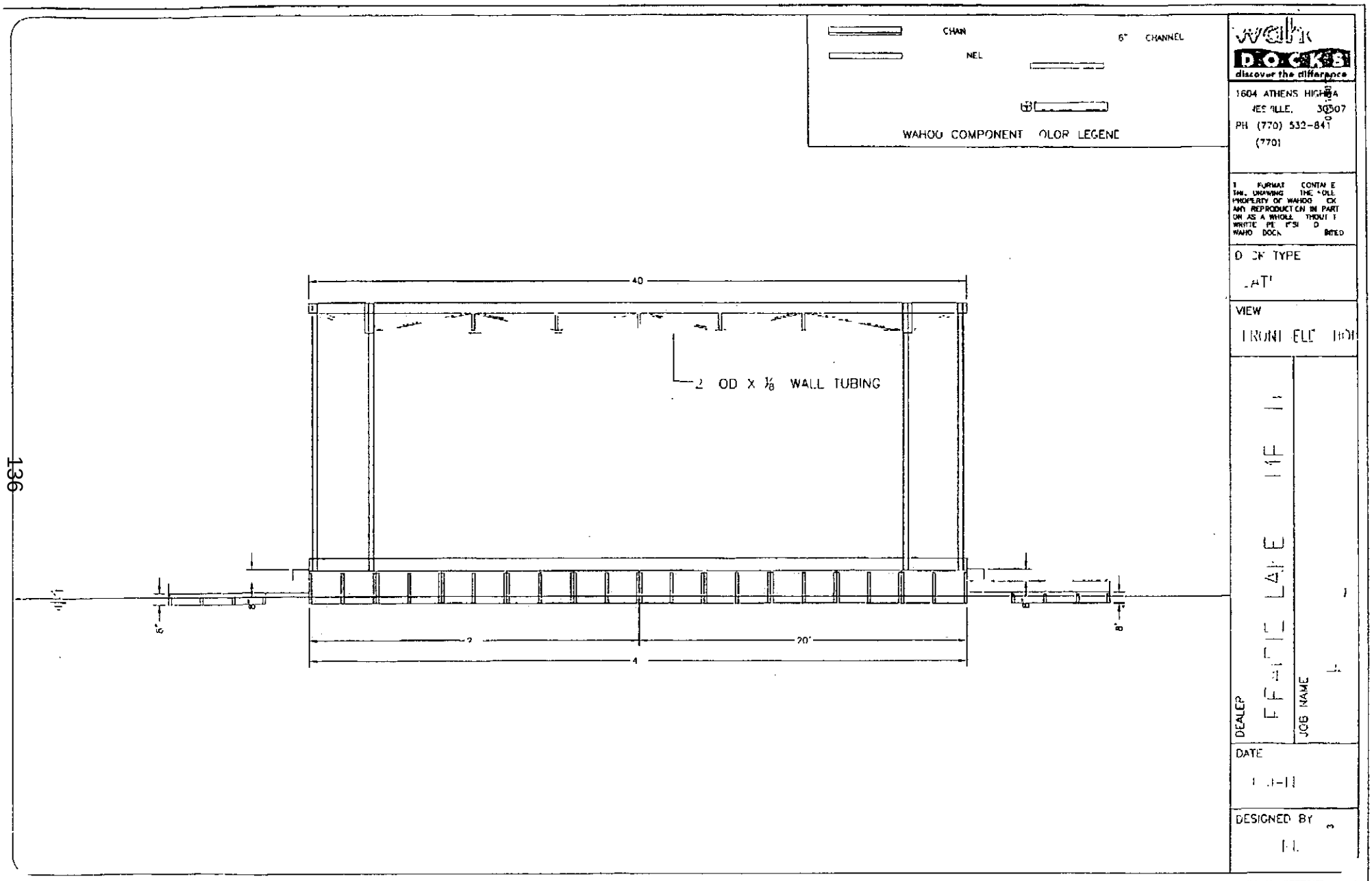
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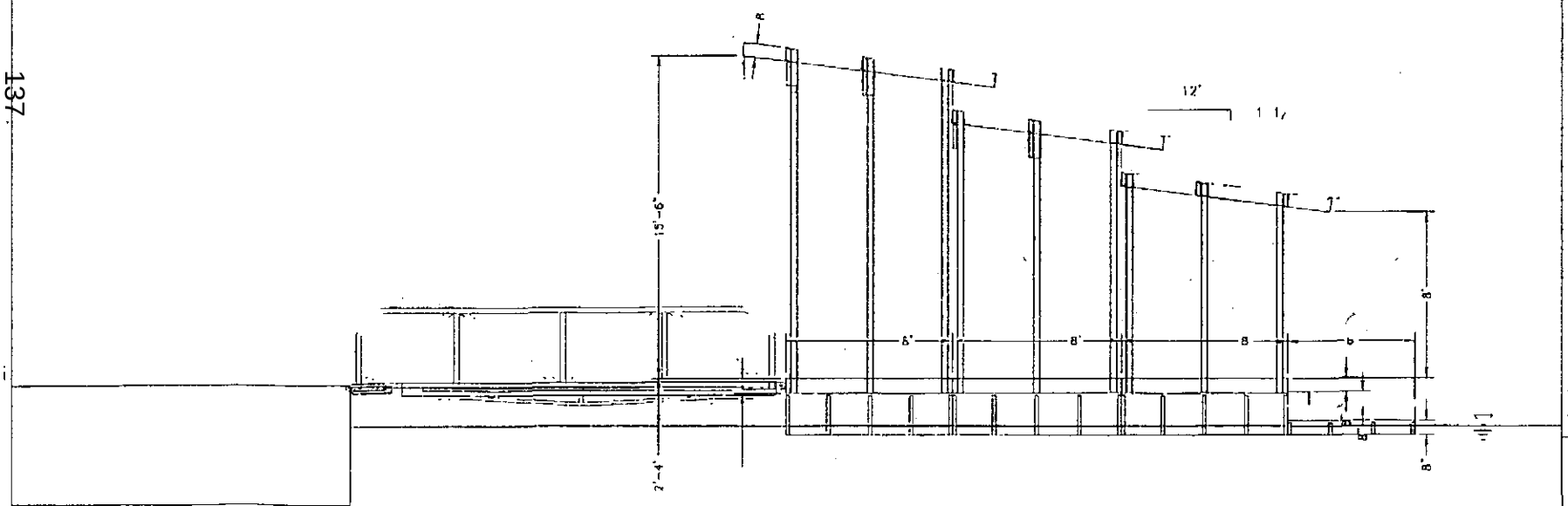

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PROPOSAL

Design and construct a 57' x 30' floating stage and river access Wahoo Dock for a total cost of $247,500.

Priorities included per RFP

1. Dock: 1345 total sq ft. ADA compliant floating dock. 720sq.ft. elevated stage and 525 sq. ft. perimeter access area Two 20' gangways and two 20' Stiff Arms.

2. Electrical: One 200 Amp 3-phase power pedestal above flood elevation on the riverbank. Temporary power cords to provide six 20 Amp 120v electricity from the pedestal to the stage and multiple 120v receptacles on the dock.

3. 1080 sq. ft. 3-section roof with 26 gauge R-Panel metal roof Removable fabric sides and back.

4 Front Stage Light Truss: Included in the roof structure.

5 Middle Stage Light Truss: Included in the roof structure.

** Shore Light Truss not included in this proposal.

Details

Wahoo Dock. Proprietary Aluminum 6061 T6 frame with Stainless Steel Fasteners. 5 year warranty

- Permafloat encapsulated flotation. 15 year warranty

McElroy R-Panel Roofing. 40 year paint warranty

Timber Tech XLM PVC decking. 10 year warranty (Concrete or other decking optional)

- Elevated stage platform, 100% 24' flotation for better audience view ability and greater weight capacity

Boarding height, 8 flotation perimeter deck area for stage access, ease of use for boat access.

Modular design can be separated into 6 dock sections for removal from the river 3 roof design allows roofs to remain with main sections during removal. Overall height may require roof disassembly for transport on city streets.

Trapezoid dock shape diverts floating debris away from dock.

Dock anchored to shore with 2 gangways and 2 stiff arms. USACE will not require permitting if no structures i.e. pilings are placed in the river bed

ADA compliant.

Removable railing.

100% of the welding performed in a controlled environment using the latest MIG welding technology

Approach

1. Determine the customer's needs and desires, normally with a personal conference. In this case, the priorities of the RFP

2. Preliminary research into the regulatory requirements of the project to identify required approvals.

3. Conceive a design that best addresses the priorities within the budgeted amount.

4 Work with Wahoo Docks engineering to prepare concept drawings.

Timeline

8 weeks	Finalize design details with city staff and obtain necessary permits.	(April 15)
5 weeks	Dock manufactured at Wahoo s facility in Gainesville, Georgia	(May 20)
	The busy season for dock sales starts now and Wahoo's lead time for production could exceed this timeframe. During this time work can commence on the anchoring components of the project.	
1 week	Trucking	(May 27)
5 weeks	Assembly and installation of the dock and anchoring components	(July 1)

Budget

75% Dock, Roof and Gangways

10% Electrical

10% Anchoring

5% Professional Services

Life Expectancy

In residential application dock frame expected life is 25+ years. Usage will determine wear rates of dock, decking and other components. Decking replacement is estimated between $15,000 to $25,000 based upon product selection. Roof is expected to last past the paint warranty of 40 years. Roof replacement is estimated to cost $5,000. Flotation is expected to last past the warranty of 15 years. Flotation replacement is estimated to cost $20,000.

Maintenance

Our docks are built to be maintenance-free. Other than simple cleaning (debris removal, occasional power-washing of dirt accumulation), no maintenance is required for the life of the materials. A regular inspection schedule is suggested to check for possible vandalism, storm or other damage.

Profile

Prairie Lake Company is a dock construction and waterfront property services company owned by Matthew Livingston, a lifetime Wichitan Founded in 2001, our goal is to be the local expert for floating docks, boat lifts and waterfront services. After extensive research in the construction of high quality maintenance-free docks we became a dealer for Wahoo Docks of Gainesville, Georgia. Our primary business is custom-built floating aluminum docks for residential applications. We have built 60 Wahoo floating docks; 39 in Wichita The remainder are scattered across Kansas on both public and private water Our docks range in size from an 8' X 6' floating platform to a 58' X 28' multi-slip dock. 5 of our docks are community docks and 1 is a special purpose dock for the Kansas State Fair We have installed gangways up to 48' in length and have used a variety of anchoring methods. We have permitted docks with the USACE, City of Marion, Kansas Department of Wildlife & Parks, and 5 Homeowners Associations.

The purpose of our docks are not only to maintain and protect watercraft, but also enhance property and the lifestyle of a waterfront home. Because of the engineering and material structure of our docks, they are designed to be virtually maintenance-free structures. We believe that our docks are the most beautiful docks on the water and we know that they are the most durable and maintenance-free

We are a small business with 3 employees and a Shop Facility at 5725 W 23rd ST N. We have various trucks, trailers and equipment used in the construction process.

CONTACT INFORMATION

Matthew Livingston, President/Owner

5725 W 23rd St. N.

Wichita, KS 67205

316.655.7831

matt@northshorecove.com

References

Kansas State Fair

Built ADA-Compliant Concession and Fishing Dock for Lake Talbott on Kansas State Fairgrounds in Hutchinson. Worked with the Fair Staff and Wildlife and Parks to design a dock for electric boat rental during the Fair and year round public fishing access. Won competitive bid for construction of the dock.

Denny Stoecklein, General Manager denny@kansastatefair.com, 620-669-3600
Keith Schroeder Physical Plant Manager 620-669-3633
Kansas Wildlife & Parks, Chad Grisier Project Engineer 620-672-0836

Barefoot Bay Homeowners Association

1 Community dock, 12 individual homeowner docks, shallow-water remediation, shoreline rip-rap placement, beach maintenance.

Chad Hosford, 316-461 7665

RidgePort Homeowners Association

1 Community dock, 1 residential dock, shallow-water remediation

Brian Frye, 316-258-3623

Emerald Bay Homeowners Association

Community dock, 16 individual homeowner docks, shallow-water remediation

Gaylan Nett, 316-518-9004

MarineWorld

1 boat dock. Annual joint dock and boat display at the Kansas Sport Boat & Travel Show and the Kansas State fair

Nathan Blasi, General Manager 316-265-2628

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: ZON2013-0006 – Zone change request from B Multi-family Residential ("B") to NO Neighborhood Office ("NO") on property located at the southeast corner of East Central Avenue and Terrace Drive (4515 East Central Avenue). (District I)

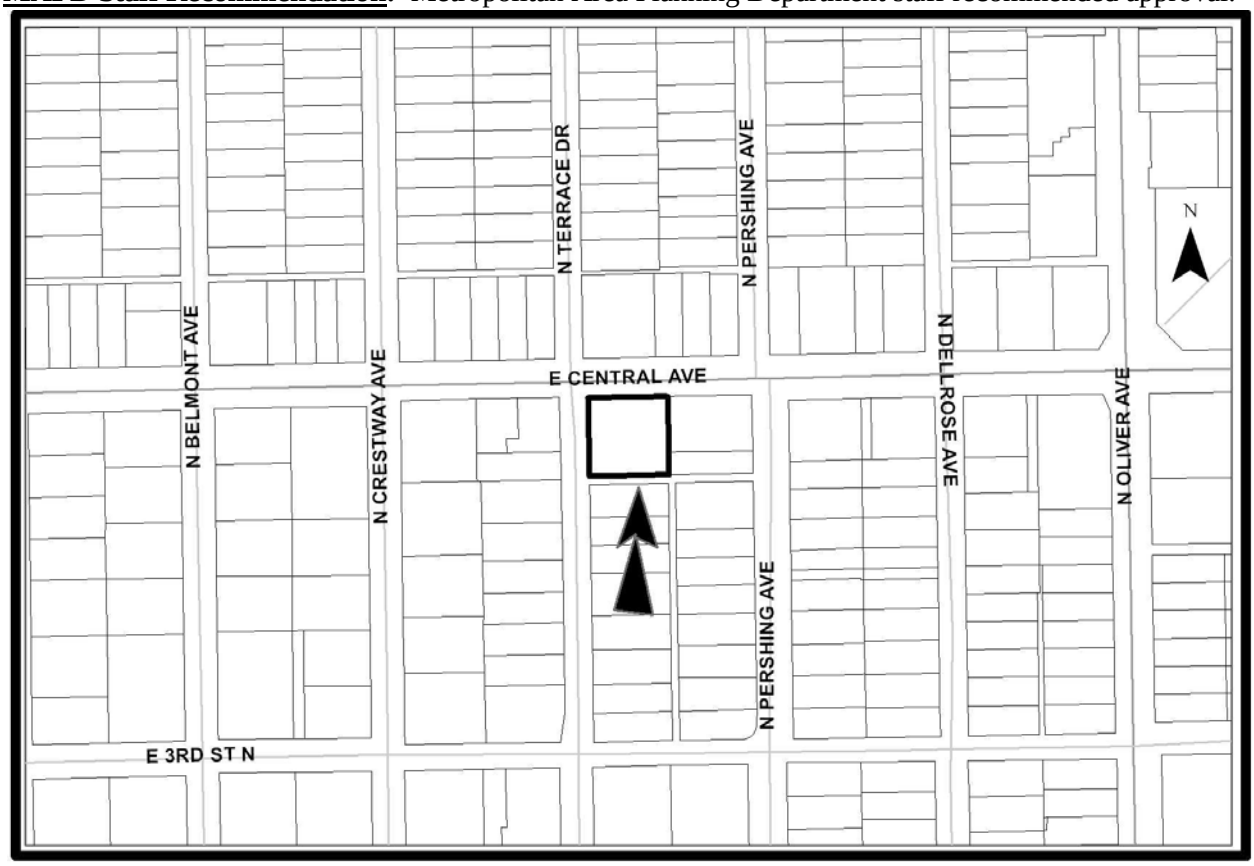
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendation: The MAPC recommended approval (9-0).

DAB Recommendation: District Advisory Board I recommended unanimous approval, subject to a Protective Overlay PO #274 that prohibits "Offices that accept paycheck or car titles as security for loans."

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval.



Background: The application area is located at the southeast corner of North Terrace Drive (located east of Hillside) and East Central Avenue. The property is currently zoned B Multi-family Residential ("B"), and is developed with an approximately 4,200 square-foot office building that has been used for "medical services." "Medical services" are the only office use permitted by-right in the B zoning district. The applicants' would like to increase the range of office uses that could legally be located on the property; therefore, the applicants' are requesting the site to be rezoned to NO Neighborhood Office ("NO"). A driveway from Terrace Drive provides access to a parking lot located at the rear of the existing building. There is also a driveway to Central Avenue. The applicant also owns LC Limited Commercial ("LC") zoned land located east of the parking area located on the subject tract; that property is developed with a parking lot that has a driveway to North Pershing Avenue, and is used to meet the off-street parking needs of the applicant's office building.

Surrounding property has a variety of zoning: SF-5 Single-family Residential ("SF-5"), TF-3 Two-family Residential ("TF-3"); NO; GO General Office ("GO") and LC. Neighboring property is developed with: single-family residences, duplexes, offices, restaurant and retail.

Uses permitted in the NO district by-right but not in the B district are "office, general" and "automated teller machine" (ATM).

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held on April 18, 2013, the MAPC voted (9-0) to recommend approval of the request. There was no one from the public to speak on the application.

District Advisory Board (DAB) I heard the rezone request on May 6, 2013, and recommended unanimous approval subject to a Protective Overlay PO #274 that prohibits "Offices that accept paycheck or car titles as security for loans." At its meeting, the MAPC did not discuss or recommend the elimination of the type of use recommended by DAB I; therefore, approval of the request as recommended by DAB I will require a two-thirds majority vote to enact the DAB recommendation.

Staff has not received any protest petitions.

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

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

Recommendation/Actions: 1) Adopt the findings of the MAPC, approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required); 2) Approve the zone change request including the DAB I recommended Protective Overly PO #274 by making alternative findings, place the ordinance on first reading and authorize the Mayor to sign the ordinance (two-thirds majority vote required); or 3) Return the application to the MAPC for further consideration (simple majority vote required).

Attachments: Ordinance, MAPC minutes and DAB memo.

(150004) Published in The Wichita Eagle on June 7, 2013

ORDINANCE NO. 49-502

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00006

A zone change request from B Multi-family Residential ("B") to NO Neighborhood Office ("NO") on property located at the southeast corner of East Central Avenue and Terrace Drive, described as:

Lots 24, 26, 28, 30 & 32, on Central Avenue, Central Avenue Subdivision in Prospect Place Addition to Wichita, Sedgwick County, Kansas

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #274

A. Although the site is zoned NO, offices that accept paycheck or car titles as security for loans are prohibited.

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

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

ADOPTED this 4th day of June, 2013.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

EXCERPT MINUTES OF THE APRIL 18, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2013-06 - Chuck and Connie Woodard (owners)/Baughman Company, P.A., Russ Ewy (agent) request a City zone change request from B Multi-family Residential to NO Neighborhood Office on property described as:

Lots 24, 26, 28, 30 & 32, on Central Avenue, Central Avenue Subdivision in Prospect Place Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The application area is located at the southeast corner of North Terrace Drive (located east of Hillside) and East Central Avenue. The property is currently zoned B Multi-family Residential ("B"), and is developed with an approximately 4,200 square-foot office building that has been used for "medical services." "Medical services" are the only office use permitted by-right in the B zoning district. The applicants' would like to increase the range of office uses that could legally be located on the property; therefore, the applicants' are requesting the site to be rezoned to NO Neighborhood Office ("NO"). A driveway from Terrace Drive provides access to a parking lot located at the rear of the existing building. There is also a driveway to Central Avenue. The applicant also owns LC Limited Commercial ("LC") zoned land located east of the parking area located on the subject tract; that property is developed with a parking lot that has a driveway to North Pershing Avenue, and is used to meet the off-street parking needs of the applicant's office building.

Surrounding property has a variety of zoning: SF-5 Single-family Residential ("SF-5"), TF-3 Two-family Residential ("TF-3"); NO; GO General Office ("GO") and LC. Neighboring property is developed with: single-family residences, duplexes, offices, restaurant and retail.

Uses permitted in the NO district by-right but not in the B district are "office, general" and "automated teller machine" (ATM).

CASE HISTORY: The property was zoned B before 1960. In 1888 the property was platted as the Central Avenue Sub of Prospect Place.

ADJACENT ZONING AND LAND USE:

North: TF-3, NO, GO; Duplexes, offices, offices
South: SF-5, TF-3; single-family residences, duplex
East: LC; retail, restaurant
West: TF-3, SF-5; duplexes, single-family residences

PUBLIC SERVICES: East Central Avenue is a paved four-lane arterial. At the application area's location Central Avenue has 30 feet of half-street right-of-way. North Terrace Drive has 25 feet of half-street right-of-way. In 2006 East Central Avenue between Hillside and Oliver had an average daily traffic volume of approximately 17,000 to 19,000 vehicles. The site is served by all of the usual utilities.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide Map depicts this site as being appropriate for "Local Commercial," which can contain concentrations of predominately commercial, office and personal services that do not have a significant regional market draw. The range of uses includes medical and insurance offices, auto repair and service stations, grocery stores, florists shops, restaurants and persona service facilities.

RECOMMENDATION:

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Surrounding property has a variety of zoning: SF-5 Single-family Residential ("SF-5"), TF-3 Two-family Residential ("TF-3"); NO; GO General Office ("GO") and LC. Neighboring property is developed with: single-family residences, duplexes, offices, restaurant and retail. The segment of East Central Avenue, between Oliver and Hillside has retained a residential and low intensity use character when compared to other mile segments of East Central Avenue.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned B, which permits a wide range of residential uses – single-family, two-family and multifamily – a few institutional uses – church, school or park – and an even more limited range of commercial uses – recreational marine facility and medical service. However, the site is small, approximately 20,000 square feet, and is developed with an office building that limits the range of uses available on the site. The site may be suitably zoned; however, the limitations of the existing office building and medical services as the only office use allowed severely limit the use of the property.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Rezoning the property to NO will add only two new by-right uses, general office and ATM, which should not negatively impact nearby property owners. The site is already developed with an office building and associated parking, so approval of the request will not introduce uses with drastically different characteristics or impacts.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the request would allow the property owner a larger number of office uses, making his property presumably more marketable, which would benefit the public in having a greater choice in office space in a neighborhood setting or walkable office services.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide Map depicts this site as being appropriate for "Local Commercial," which can contain concentrations of predominately commercial, office and personal services that do not have a significant regional market draw. The range of uses includes medical and insurance offices, auto repair and service stations, grocery stores, florists shops, restaurants and persona service facilities.

6. Impact of the proposed development on community facilities: Existing publicly supplied services are in place and are able to accommodate expected need.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

KLAUSMEYER moved, **B. JOHNSON** seconded the motion, and it carried (9-0).

INTEROFFICE MEMORANDUM

TO: Wichita City Council

MAPC Members

FROM: LaShonda Garnes, Neighborhood Assistant, District 1

SUBJECT: ZON2013-00006

DATE: May 7, 2013

On Monday, May 6th the District Advisory Board (DAB) for Council District 1 considered the request for a zoning change from Multi-Family Residential to Neighborhood Office generally located west of Oliver Avenue, on the southeast corner of Central Avenue and Terrace Drive.

The Board members and citizens present wanted to know what the developer was planning for the site. The Board wanted to ensure that a protective overlay was added that would restrict payday loan businesses. Agent was in attendance and agreed with adding the restriction. He noted that the intent with changing the zoning was to allow for more businesses than just a medical office and to be able to make the property more attractive to other businesses.

DAB members voted 8-0 to recommend approval of this request with the conditions in the staff report and the added protective overlay for no payday loan businesses.

Please review this information when this request is considered.

Wichita, Kansas
May 20, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

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

Minutes of the regular meeting dated May 13, 2013, were read and on motion approved.

Bids were opened May 17, 2013, pursuant to advertisements published on:

2013 Contract Maintenance KLINK Hot in Place Resurfacing East Kellogg, Webb to Greenwich. (north of Harry Street, east of Rock Road).

Bids Rejected

Water Distribution System to serve Waterfront 6th Addition (north of 13th Street North, west of Greenwich) (448-90343/735485/470158) Does not affect existing traffic. Lateral 60, Main 24, War Industries Sewer to serve Waterfront 8th Addition (north of 13th Street North, west of Greenwich) (468-84871/744347/480039) Does not affect existing traffic. (District II)

McCullough Excavation - $48,150.00 Group 1
$15,350.00 Group 2
$63,500.00 Total Bid

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

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

PARK AND RECREATION DEPARTMENT/GOLF DIVISION: Four Wheel Golf Carts.

Masek Golf Car Company - $169,368.00 Base Bid
<$15,200.00> Option1 (Deduct)

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: 20, 000 GVW Step Van.

Omaha Truck Center dba Kansas Turck Center - $98,211.00 Base Bid
$14,770.00 Option 1

PARK AND RECREATION DEPARTMENT/GOLF DIVISION: Greens Mowers.

Professional Turf Products LP - $70,852.14

PUBLIC WORKS AND UTILITIES DEPARTMENT/ENGINEERING AND ARCHITECTURE DIVISION: Fuel System and Pavement Fire Training Center.

Snodgrass and Sons Construction Co. Inc. -$948,985.00

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

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

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: May 20, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
May 17, 2013

2013 Contract Maintenance KLINK Hot in Place Resurfacing E Kellogg, Webb to Greenwich (north of Harry Street, East of Rock Road) – Public Works & Utilities Department/Engineering Division

(ALL BIDS REJECTED)

Water Distribution System to serve Waterfront 6th Addition Tied with Lateral 60, Main 24, War Industries Sewer to serve Waterfront 8th Addition (north of 13th St N, west of Greenwich) – Public Works & Utilities Department/Engineering Division

McCullough Excavation	**Group 1**	**$48,150.00**
	Group 2	**15,350.00**
	Aggregate Bid Total	**$63,500.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER
May 17, 2013

Four Wheel Golf Carts – Park & Recreation Department/Golf Division

Masek Golf Car Company	**Base Bid**	**$169,368.00**
	Option 1 (Deduct)	**($15,200.00)**

20,000 GVW Step Van – Public Works & Utilities Department/Fleet & Facilities Division

Omaha Truck Center DBA Kansas Truck Center	**Base Bid**	**$98,211.00**
	Option 1 (Add)	**$14,770.00**

Greens Mowers – Park & Recreation Department/Golf Division

Professional Turf Products LP **$70,852.14**

Fuel System & Pavement at Wichita Fire Training Center – Public Works & Utilities Department/Engineering & Architecture Division

Snodgrass & Sons Construction Co Inc **$948,985.00**

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

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - May 17, 2013

RQ#340472

FB#340080		Engineer's Construction Estimate	Cutler Repaving	Barkley Construction	Cornejo & Sons, LLC
2013 Contract Maintenance KLINK Hot in Place Resurfacing E Kellogg, Webb to Greenwich			$562,036.80		
(north of Harry Street, east of Rock Rd)	BID BOND				
	ADDENDA	0			
472-85075/54-87U-0104-01 (707038/636246/620631/133116)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
2013 Contract Maintenance KLINK Hot in Place Resurfacing E Kellogg, Webb to Greenwich					
(north of Harry Street, east of Rock Rd)	BID BOND				
	ADDENDA	0			
472-85075/54-87U-0104-01 (707038/636246/620631/133116)					
		Engineer's Construction Estimate			
2013 Contract Maintenance KLINK Hot in Place Resurfacing E Kellogg, Webb to Greenwich					
(north of Harry Street, east of Rock Rd)	BID BOND				
	ADDENDA	0			
472-85075/54-87U-0104-01 (707038/636246/620631/133116)					
		Engineer's Construction Estimate			
2013 Contract Maintenance KLINK Hot in Place Resurfacing E Kellogg, Webb to Greenwich					
(north of Harry Street, east of Rock Rd)	BID BOND				
	ADDENDA	0			
472-85075/54-87U-0104-01 (707038/636246/620631/133116)					

REJECT BIDS

CHECKED BY: KP

REVIEWED BY: AH

WATER BID TABULATION SUMMARY

BOARD OF BIDS - May 17, 2013

RQ#340493

FB#340087		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
WDS; Waterfront 6th Addition 448-90343 (735485)	Group 1	$89,870.00	$55,198.80	$61,424.00	$51,224.00
L60, M24, WIS; Waterfront 8th Addition 468-84871 (744347)	Group 2	$26,418.00	$20,642.00	$30,820.00	$18,735.00
(north of 13th St N, west of Greenwich)	BID BOND				
	ADDENDA	0			
BID TOTAL		116,288.00	75,840.80	92,244.00	69,959.00

		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
WDS; Waterfront 6th Addition 448-90343 (735485)	Group 1	$89,870.00	$48,150.00	$60,764.70	$54,020.00
L60, M24, WIS; Waterfront 8th Addition 468-84871 (744347)	Group 2	$26,418.00	$15,350.00	$21,278.95	$23,688.75
(north of 13th St N, west of Greenwich)	BID BOND				
	ADDENDA	0			
BID TOTAL		116,288.00	63,500.00	82,043.65	77,708.75

		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	B2 Excavating
WDS; Waterfront 6th Addition 448-90343 (735485)	Group 1	$89,870.00	$95,982.50	$52,142.50	$51,222.77
L60, M24, WIS; Waterfront 8th Addition 468-84871 (744347)	Group 2	$26,418.00	$26,807.50	$35,548.50	$16,024.23
(north of 13th St N, west of Greenwich)	BID BOND			X	X
	ADDENDA	0			
BID TOTAL		116,288.00	122,790.00	87,691.00	67,247.00

		Engineer's Construction Estimate	Forshee Plumbing		
WDS; Waterfront 6th Addition 448-90343 (735485)	Group 1	$89,870.00	$46,761.00		
L60, M24, WIS; Waterfront 8th Addition 468-84871 (744347)	Group 2	$26,418.00	$24,960.00		
(north of 13th St N, west of Greenwich)	BID BOND		X		
	ADDENDA	0			
BID TOTAL		116,288.00	71,721.00		

CHECKED BY: Vp

REVIEWED BY: PJ

ep.wichita.gov

Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: **FB340081** Four Wheel Golf Carts

Close Date/Time: 5/17/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **GOLF COURSES**

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
MASEK GOLF CAR COMPANY	Complete	$154,168.00	Award 05/21/2013 base bid with option 1 Park & Recreation Department/Golf Division
KANSAS GOLF AND TURF INC	Complete	$160,402.00	

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POWERED BY COGSDALE

Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB340081 Four Wheel Golf Carts Close Date/Time: 5/17/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: GOLF COURSES

Go to: 1

Return to the Bid List

Responses: 2

Group 1

Vendors	Complete	Group Total Net Bid
MASEK GOLF CAR COMPANY	Complete	$169,368.00
KANSAS GOLF AND TURF INC	Complete	$175,402.00

Group 1: Option 1

Vendors	Complete	Group Total Net Bid
MASEK GOLF CAR COMPANY	Complete	($15,200.00)
KANSAS GOLF AND TURF INC	Complete	($15,000.00)

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Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB340081 Four Wheel Golf Carts Close Date/Time: 5/17/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: GOLF COURSES

Go to: 001

Return to the Bid List

Responses: 2

Line 001 Group 1 Base Bid: New and unused current standard production model Four Wheel Electric Golf Carts Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MASEK GOLF CAR COMPANY	40	Each	$3,687.0000	$147,480.00	Complete	2013 Yamaha YDRE 48V "Drive" models.
KANSAS GOLF AND TURF INC	40	Each	$3,787.0000	$151,480.00	Complete	EZGO TXT LX 48V

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Line 002 Group 1 Base Bid: New and unused current standard production model Four Wheel Gas Golf Carts Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MASEK GOLF CAR COMPANY	6	Each	$3,648.0000	$21,888.00	Complete	2013 Yamaha YDRA gas "Drive" models
KANSAS GOLF AND TURF INC	6	Each	$3,987.0000	$23,922.00	Complete	EZGO TXT LX GAS

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Line 003 Group 2 Option 1: Trade-In allowance for forty (40) golf carts. Lump Sum deduct from amount. Deliver New Golf Carts To: Electric Golf Carts McDonald Golf Course 840 North Yale Wichita Ks 67208 Gas Golf Carts L W Clapp Golf Course 4611 East Harry Wichita Ks 67218

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MASEK GOLF CAR COMPANY	1	Lump Sum	($15,200.0000)	($15,200.00)	Complete	By our count: 28 running cars; 12 incomplete, non-running units.
KANSAS GOLF AND TURF INC	1	Lump Sum	($15,000.0000)	($15,000.00)	Complete	

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Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB340082 20,000 GVW Step Van

Close Date/Time: 5/17/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total	City Comments
OMAHA TRUCK CENTER dba Kansas Truck Center	Complete	$111,481.00	Award 05/21/2013 Base bid with option 1 Public Works & Utilities Department/Fleet & Facilities Div

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Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB340082 20,000 GVW Step Van Close Date/Time: 5/17/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Go to: 001

Return to the Bid List

Responses: 1

Line 001 Base Bid: New and Unused Current Model 20,000 GVW Step Van Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$98,211.0000	$98,211.00	Complete	Manufacturer: Freightliner Model: MT-55 Year: 2014

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Line 002 Option 1: Compressor

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$14,770.0000	$14,770.00	Complete	

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Line 003 Option 2: Trade-In allowance for One (1) Step Van, 1998, Chevrolet, P30, Serial # 1GBKP32YOW3310282, City ID # 4-3397. Deduct Amount. For Inspection of the unit contact Mike Nordick between the hours of 8:00 A.M. - 4:00 P.M., Monday thru Friday at 316-268-4040.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	($1,500.0000)	($1,500.00)	Complete	

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ep.wichita.gov

Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB340083 Greens Mowers

Close Date/Time: 5/17/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: GOLF COURSES

Return to the Bid List

Responses: 4

Vendors	Complete	Bid Total	City Comments
KANSAS GOLF AND TURF INC	Complete	$66,009.84	Does not meet specifications
PROFESSIONAL TURF PRODUCTS LP	Complete	$70,852.14	Award 05/21/2013 Park & Recreation Department/Golf Division
VAN-WALL EQUIPMENT	Complete	$73,012.68	
ANDOVER AUTO PARTS INC	In-Complete	$0.00	

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WICHITA

POWERED BY COGSDALE

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

Vendor	Group	Line
Solicitation: FB340084	Fuel System & Pavement Fire Trng Ctr	

Close Date/Time: 5/17/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works & Utilities

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total	City Comments
SNODGRASS & SONS CONSTRUCTION CO INC	Complete	$948,985.00	Award 5-21-13 Public Works & Utilities Dept./Engineering & Architecture Division

BIDS ARE WITHIN ARCHITECTS ESTIMATE

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Architect's Estimate $1,583,000.00

POWERED BY COGSDALE

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL MAY 21, 2013

a. 2013 Contract Maintenance Pavement Preservative Seal (north of 63rd Street South, east of 135th Street West) (472-85089/132726/--) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - $593,413.10

472-85089 (132726) 132726 Districts I,II,III,IV,V,VI

To be Bid: May 10, 2013

PRELIMINARY ESTIMATE of the cost of:
2013 Contract Maintenance Pavement Preservative Seal
(north of 63rd Street South, east of 135th Street West)

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

	Measured Quantity Bid Items (132726)				
1	Pavement Preservative Seal	559,635	sy	1.06	
	Construction Subtotal				
	Engineering & Inspection				
	Administration				
	Publication				
	Water Dept				
	Contingency				
	Total Estimated Cost				$593,413.10

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

132726 (132726) 472-85089

Page _____ EXHIBIT _____

Agenda Item No. II-4a

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Special Olympics Kansas Summer Games Opening Ceremony (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Dave Wentz, Special Olympics Kansas, is coordinating the Special Olympics Kansas Summer Games Opening Ceremony with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Special Olympics Kansas Summer Games Opening Ceremony May 31, 2013 9:00 pm – 9:30 pm

- 21st Street North, Hillside Street to Yale Street

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-4b

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Fido 5K (District III)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating the Fido 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Fido 5K June 8, 2013 6:00 am – 10:00 am

- Drollinger Street, Mt. Vernon Street to Kinkaid Street
- Kinkaid Street, Drollinger Street to Wallace Street

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-4c

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Kindness Moves Me 5K (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating the Kindness Moves Me 5K with City of Wichita staff, subject to final Approval by the City Council.

Analysis: The following street closure request has been submitted:

Kindness Moves Me 5K June 15, 2013 6:00 am – 10:00 am

- Main Street, 9th Street to 10th Street
- Main Street, 9th Street to Murdock Street
- Murdock Street, Main Street to West River Boulevard
- West River Boulevard, Murdock Street to 11th Street
- 11th Street, West River Boulevard to Pearce Street
- Oak Park Drive North, 11th Street to Forest Street
- Oak Park Drive North, Forest Street to Oak Park Drive South
- Oak Park Drive South, Forest Street to 9th Street
- 9th Street, Bitting Street to Back Bay Boulevard
- Back Bay Boulevard, 9th Street to Waco Street
- 8th Street, Waco to Main Street

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

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

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets

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

Agenda Item No. II-4d

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Women's Half Marathon & 5K Race (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Louise Long, See Jane Run is coordinating the Women's Half Marathon & 5K Race with City of Wichita staff, subject to final Approval by the City Council.

Analysis: The following street closure request has been submitted:

Women's Half Marathon & 5K Race: September 14, 2013 8:00 am-1:00 pm

- Waco Street, Douglas Avenue to entrance of Drury Plaza Hotel Broadview
- Douglas Avenue, Waco Street to North Walnut Street
- North Sycamore Street, Texas Street to Mclean Boulevard
- 1st Street, Waco to Mclean Boulevard
- Mclean Boulevard, North Seneca Street to West Maple Street
- 2nd Street, North Seneca Street to Waco Street
- West Murdock, North Amidon Street to North Woodrow Avenue
- North Woodrow Avenue, West Murdock to West Pine Street
- West Pine Street, North Woodrow Avenue to Stackman Drive
- Stackman Drive, North Seneca Street to Murdock Street roundabout
- Nims Street, Murdock to Stackman Drive roundabout
- Murdock Street, Stackman Drive to Waco Street
- West River Boulevard, Murdock Street to West 11th Street
- West 11th Street, West River Boulevard to North Oak Park Drive
- North Oak Park Drive, North Bitting Avenue to West 11th Street
- North Bitting Avenue, West River Boulevard to North Oak Park Drive
- West 9th Street, North Oak Park Drive to North Back Bay Boulevard
- North Back Bay Boulevard, North Oak Park Drive to North Waco Avenue
- Waco Avenue, North Back Bay Boulevard to West Central Avenue
- West Central Avenue, North Waco Avenue to North Seneca Street
- North Greenway, North Waco Street to West Central Avenue

- North Seneca Street, West Central Avenue to North Mclean Boulevard

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-5a

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Agreement for Traffic Signal Guarantee serving Maize and 29th Street Commercial Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

- -

Recommendation: Approve the agreement.

Background: The property on the northeast corner of 29th Street North and Maize is in the process of being platted. As a condition of the plat, a guarantee for a traffic signal on Maize Road is required. Sam's Real Estate Business Trust will not take ownership of the property until after the plat has been approved by the City Council and prefers to submit a petition to guarantee the improvement. The traffic signal will not be constructed until traffic warrants are met.

Analysis: This agreement will allow a letter of credit in lieu of a petition to guarantee the traffic signal until such time as Sam's takes ownership of the property and can submit a petition for the improvement. Once the petition is submitted, the City will then release the letter of credit.

Financial Considerations: The letter of credit and future petition will each be for $100,000. The funding source for the traffic signal will be special assessments.

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

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

Attachments: Agreement.

Wichita, KS (29th & Maize)
Store No. 6275

TRAFFIC SIGNAL AGREEMENT

THIS TRAFFIC SIGNAL AGREEMENT (this "Agreement") is made and entered into as of the __ day of _____, 2013 by and between **THE CITY OF WICHITA, KANSAS**, a Kansas municipal corporation (the "City"), and **SAM'S REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Sam's").

PRELIMINARY STATEMENTS:

WHEREAS, Sam's or its affiliate has a contract to purchase fee-simple title to certain real property located at or near the intersection of 29th Street North and Maize Avenue in Wichita, Kansas, as more particularly described on **Exhibit A** attached hereto (the "Sam's Property"), which Sam's Property is currently owned by Curtis W. Rink and Karen S. Rink (as to a portion of the Sam's Property) and Leo Marvin Rink and Vivian L. Rink, Trustees of the Leo Marvin Rink Revocable Trust, and Leo Marvin Rink and Vivian L. Rink, Trustees of the Vivian L. Rink Revocable Trust (as to the remaining portion of the Sam's Property). As a part of its proposed development of the Sam's Property, Sam's has applied for and received approval of Limited Commercial rezoning and Community Unit Plan ("CUP") approval, designated as ZON 2012-00024 and CUP 2012-0021 (the "CUP Approvals"). That certain Traffic Study prepared by _____ and dated _____ (collectively, the "Traffic Study") concluded that a traffic signal at Driveway #5, as shown on the CUP (the "Signal") may be necessary following the development of the Sam's Property and certain other future development in the vicinity of the Sam's Property. In connection with the proposed development of the Sam's Property, Sam's and the City wish to confirm their understanding regarding the construction of and payment for the Signal as further described in this Agreement.

NOW, THEREFORE, the City and Sam's, in consideration of the terms, covenants and conditions herein set forth, hereby agree as follows:

1. Traffic Signal Letter of Credit. As a condition of CUP Approvals, the Signal may be installed if traffic warrants are met for Driveway #5 as shown on the CUP. The estimated cost of the Signal is $100,000. Upon execution of this Agreement, Sam's shall provide the City with a letter of credit (the "Letter of Credit") in the amount of the Signal Amount, which is the estimated cost of the Signal. The purpose of the Letter of Credit is to provide good faith and security to the City until Sam's closes on the Property and obtains title. It is not anticipated that traffic warrants would be met prior to the development of the Sam's Property.

2. Petition for Traffic Signal Improvement. Once Sam's closes on the Property and obtains title, it shall file a Petition for Traffic Signal Improvement with the City, as shown in **Exhibit B**, attached hereto, which states that if warrants are met, and a traffic signal installed, Sam's will participate in a benefit district and be assessed for its portion of the costs of the traffic signal.

3. Termination of Obligations. In the event that Sam's does not close on the Property or obtain title by May 11, 2014, the parties hereby agree that this Agreement and all obligations of the parties shall automatically terminate and be of no further force and effect and City shall return the Letter of Credit to Sam's.

3. No Agency or Partnership. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Sam's nor between the City and any officer, employee, contractor or representative of Sam's No joint employment is intended or created by this Agreement for any purpose. Sam's agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.

4. 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 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.

5. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original and all of which shall constitute collectively one agreement.

6. Governing Law. This Agreement shall be interpreted according to the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth:

THE CITY:

THE CITY OF WICHITA, KANSAS, a Kansas municipal corporation

By _____
Carl Brewer, Mayor of the City of Wichita

Date: _____

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 2013, before me a Notary Public in and for said county and state came Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the person who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of said City.

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

Notary Stamp Here

_____

Notary Public

My Commission Expires: _____

ATTEST:

_____

Karen Sublett, City Clerk

Approved As To Form:

_____

Gary E. Rebenstorf, City Attorney

SAM'S REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By _____
J. Chris Callaway
Vice President – Real Estate

Date: 4-30-13

STATE OF Arkansas, Benton COUNTY, ss:

BE IT REMEMBERED, that on this 30th day of April, 2013, before me a Notary Public in and for said county and state came J. Chris Callaway, to me personally know to be the person who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of said company.

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

Jane Bennett
Notary Public

My Commission Expires: 1-20-2022

Notary Stamp Here

JANE BENNETT
Commission No. 12365344
NOTARY
PUBLIC
My Commission Expires January 20, 2022
BENTON, ARKANSAS

EXHIBIT A

LEGAL DESCRIPTION OF THE SAM'S PROPERTY

Maize & 29th Commercial Addition Plat Legal Description

Southwest Quarter of Section 32, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, EXCEPT a tract described as commencing at the southwest corner of the East Half of the South Half of said Southwest Quarter; thence N90°00'00"W (assumed) along the south line of said Southwest Quarter, 140.00 feet; thence N00°00'00"E, 626.16 feet; thence S90°00'00"E, 626.16 feet; thence S00°00'00"W, 626.16 feet; thence N90°00'000"W, 486.16 feet to the point of beginning, and EXCEPT a tract described as commencing at the southwest corner of the East Half of the South Half of said Southwest Quarter; thence N90°00'00"W (assumed) along the south line of said Southwest Quarter, 140.00 feet to the point of beginning, being the southwest corner of a tract of land recorded in the Register of Deeds Office on Warranty Deed in Film 1207, Page 248; thence along the south line of said Section, N90°00'00"W, 40 feet; thence N00°00'00"E, 626.16 feet; thence N90°00'00"E, 40 feet to the northwest corner of said Deed; thence S00°00'00"W, 626.16 feet along the west line of said Deed to the point of beginning, and EXCEPT that portion of said Southwest Quarter platted as Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas and Fox Ridge Second Addition, an Addition to Wichita, Sedgwick County, Kansas, all being subject to road rights-of-way of record.

EXHIBIT B

TRAFFIC SIGNALIZATION

TRAFFIC SIGNALIZATION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

MAIZE & 29TH ST COMMERCIAL ADDITION
Lots 1 through 7, Block A

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

(a) That, at such time as current MUTCD criteria warrant placement of a traffic control signal at Driveway #5 as shown on CUP 2012-0021, there be constructed a traffic signalization device to serve the major opening on Maize Rd. at the northern Sam's Club drive (the "Improvements").

(b) That the estimated and probable cost of the foregoing improvement being 100,000 Dollars ($100,000.00), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after February 1, 2013.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Construction of this Improvement may be abandoned, altered and/or performed privately in part or whole, in which case construction of this Improvement under the authority of this petition, shall be precluded. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said

Improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the traffic signal for which the improvement district is liable shall be on a **[this could be strictly on a square foot basis or specific fractions of the cost could be divided among the 7 lots]**.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessments set forth herein. 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.

2. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned Improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE

MAIZE & 29TH ST COMMERCIAL ADDITION
Lots 1 through 7, Block A

By:_____

{17336 / 66014; 441267. }

CITY OF WICHITA
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of land at 5620 and 6029 West 29th Street for the 29th Street – Ridge to Hoover Road Improvement Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 7, 2011, the City Council approved the design concept to improve 29th Street between Ridge Road and Hoover. The project will require a partial acquisition of nine properties. The tracts consist of commercial, residential, and agricultural use. The proposed road improvement project includes widening 29th Street, improving area storm drainage, and adding sidewalks. There are two properties within the project corridor that are in the same ownership; 5620 West 29th Street and 6029 West 29th Street. The property located at 5620 West 29th is zoned and improved for single family use, and 6029 West 29th is a vacant, residential land. A ten foot wide strip of land is required as road right-of-way from 5620 West 29th and thereby impacting the septic system and water well. In addition, the fence is also impacted. A 20 foot wide strip of land is required as road right-of-way from 6029 West 29th. There is a fence and approximately 15 mature trees within the 20 foot taking that will be impacted.

Analysis: Offers were made based on the appraised value of the proposed acquisitions and the project's impact to the two properties. The owner agreed to accept the appraised value of $28,100 for the 5620 West 29th plus an additional $2,425 for a total of $30,525. The additional $2,425 is based on an estimate to resod the areas impacted by the relocation of the onsite septic system. The owner also agreed to accept the estimated market value of $4,120 established for 6029 West 29th plus an additional $9,686 for a total of $13,806. The additional $9,686 for the 6029 West 29th property is based on estimates to replace trees and relocate the fence.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $46,331 is requested. This includes $44,331 for the acquisitions and $2,000 for title work, surveys, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget and; 3) authorize the necessary signatures.

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

PROJECT: 29th Street: Ridge to Hoover

DATE: April 18, 2013

COUNTY: Sedgwick

TRACT NO.: 04 & 07

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this ____ day of_____, 2013, by and between Mary Oakman, ~~a single person~~ (Landowner), and the City of Wichita, Kansas, a municipal corporation, (Buyer), a married person M.O. 5/6/13

WITNESSETH, For consideration as hereinafter set forth, Landowners hereby agree to convey a road right-of-way to the City of Wichita by a warranty deed to the following described real properties in Sedgwick County to wit: subject to a mortgage with Commerce Bank, M.O. 5/6/13

Tract 4
A twenty (20) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the NW Corner of the NEQ, Section 3, Township 27 S, Range 1 W, Sedgwick County, Kansas; thence south normally distant from said NW corner 48.7 feet, more or less, to a point, said point being on the north line of Barefoot Bay 2nd Addition, Wichita, Sedgwick County, Kansas; thence east along said north line of said Addition a distance of 876.2 feet, more or less, to the Point of Beginning, said point being the NE corner of Lot 3, Block 1 of said Addition; thence north a distance of 20 feet; thence east a distance of 200 feet; thence south a distance of 20 feet to a point, said point being the NW corner of Lot 4, Block 1 of said Addition; thence west 200 feet, more or less, to the Point of Beginning.

Said tract containing 4,000 square feet, more or less.

Tract 7
A ten (10) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SE Corner of the SEQ, Section 34, Township 26 S, Range 1 W, Sedgwick County, Kansas; thence west along the south line of said SEQ a distance of 246.05 feet; thence north normally distant to said south line a distance of 30 feet to the Point of Beginning; thence continuing north a distance of 10 feet; thence west parallel with the south line of said SEQ a distance of 81 feet; thence south normally distant to said south line a distance of 10 feet; thence east parallel with the south line a distance of 81 feet, more or less, to the Point of Beginning.

Said tract containing 810 square feet, more or less.

It is understood and agreed that landowner is responsible for all property taxes on the above

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

6029 West 29th		
Approximately 4,000 Sq. Ft. for Road Right-of-Way		$ 4,120
Damages: including but not limited to fence, landscaping and trees		$ 9,686
	SUB TOTAL	$ 13,806
5620 West 29th		
Approximately 810 Sq. Ft. for Road Right-of-Way		$ 5,600
Damages: including but not limited to garage, septic, well, and landscaping/sod		$ 24,925
	SUB TOTAL	$ 30,525
	TOTAL	**$ 44,331**

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

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

LANDOWNER(S):

Mary Oakman

Mary Oakman

BUYER:
City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

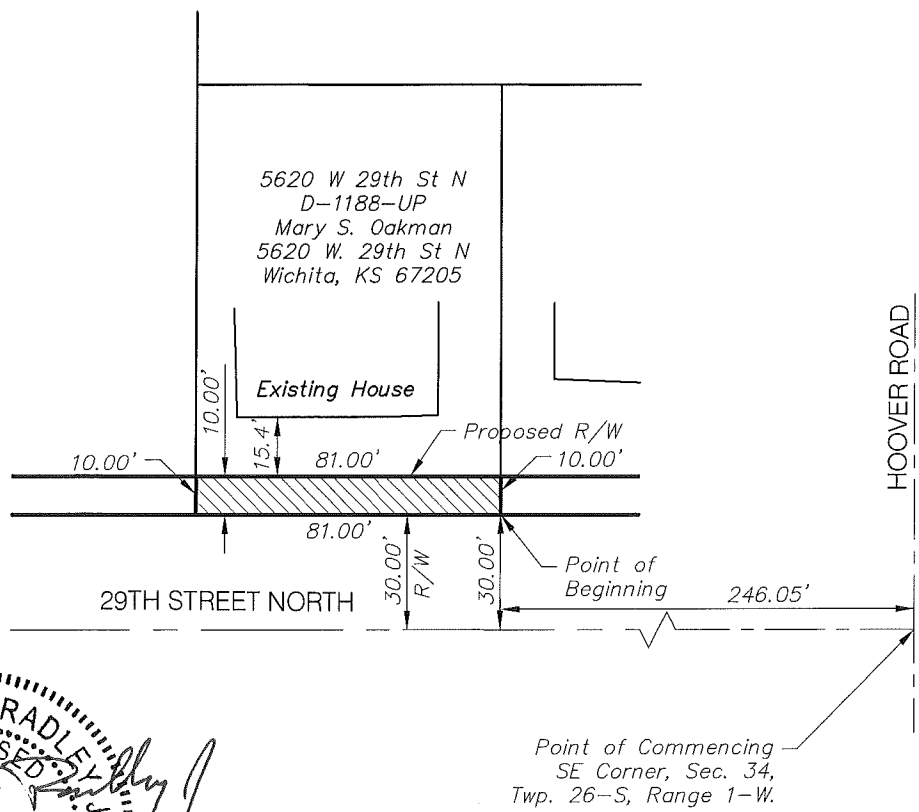
EXHIBIT

LEGAL DESCRIPTION:

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

Commencing at the SE corner of the SE ¼, Section 34, Township 26 S., Range 1 W., Sedgwick County, Kansas; thence west along the south line of said SE ¼ a distance of 246.05 feet; thence north normally distant to said south line a distance of 30.00 feet to the Point of Beginning; thence continuing north a distance of 10.00 feet; thence west parallel with the south line of said SE ¼ a distance of 81.00 feet; thence south normally distant to said south line a distance of 10.00 feet; thence east parallel with said south line a distance of 81.00 feet, more or less, to the Point of Beginning.

Said tract containing 810 square feet, more or less.



GERROLD F. BRADLEY JR.
LICENSED
LS-1515
3/26/12
KANSAS
LAND SURVEYOR

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315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
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Drawing File: E: \Projects \29th Ridge to Hoover \Exhibits \Tract Maps.dwg

5620 W. 29th St. North

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

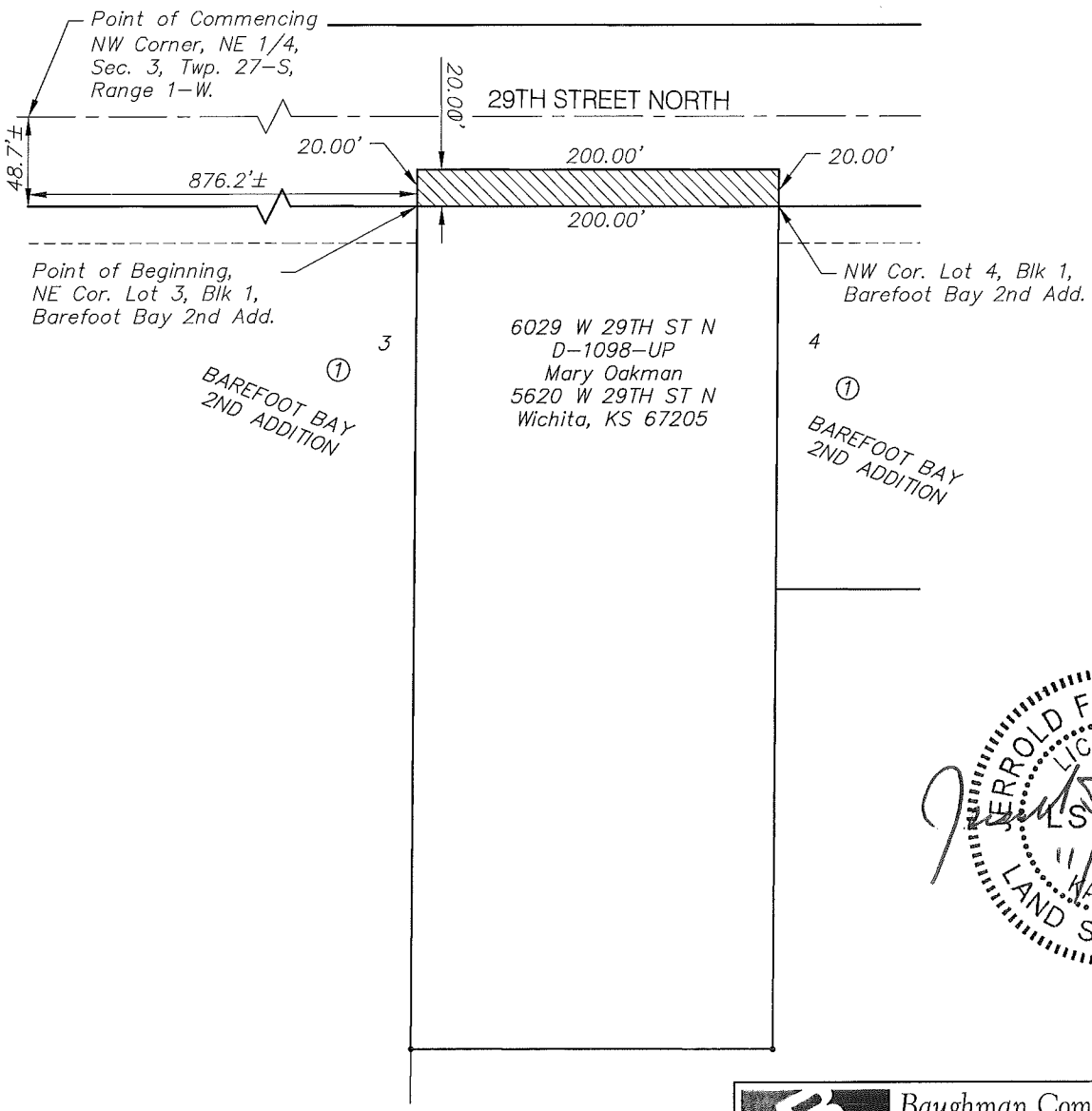
EXHIBIT

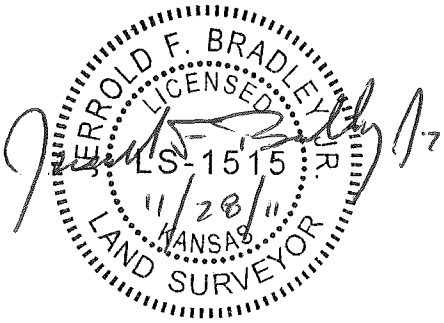
LEGAL DESCRIPTION:

A twenty (20) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right–of–way purposes more fully described as follows:

Commencing at the NW corner of the NE ¼, Section 3, Township 27 S., Range 1 W., Sedgwick County, Kansas; thence south normally distant from said NW corner 48.7 feet more or less to a point, said point being on the north line of Barefoot Bay 2nd Addition, Wichita, Sedgwick County, Kansas; thence east along said north line of said Addition a distance of 876.2 feet, more or less, to the Point of Beginning, said point being the NE corner of Lot 3, Block 1 of said Addition; thence north a distance of 20 feet; thence east a distance of 200 feet; thence south a distance of 20 feet to a point, said point being the NW corner of Lot 4, Block 1 of said Addition; thence west 200 feet, more or less, to the Point of Beginning.

Said Tract containing 4,000 square, feet more or less.





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

6029 W. 29th Street North

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

Agenda Item No. II-6b

CITY OF WICHITA
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of land at 5706 West 29th Street for the 29th Street – Ridge to Hoover Road Improvement Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 7, 2011, the City Council approved the design concept to improve 29th Street between Ridge Road and Hoover. The project will require a partial acquisition of nine properties. The tracts consist of commercial, residential, and agricultural use. The proposed road improvement project includes widening 29th Street, improving area storm drainage, and adding sidewalks. The property at 5706 West 29th Street is zoned for and improved with a single family residence. A ten foot wide strip of land (2,180 square feet) is required as road right-of-way. The proposed acquisition impacts the fence along the existing right-of-way line.

Analysis: The owner agreed to accept the estimated market value of $2,245 plus an additional $540 for a total of $2,785. The additional $540 is based on an estimate to reset the fence.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $3,785 is requested. This includes $2,785 for the acquisition and $1,000 for title work, surveys, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget and; 3) authorize the necessary signatures.

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

PROJECT: 29th Street: Ridge to Hoover

DATE: April 18, 2013

COUNTY: Sedgwick

TRACT NO.: 06

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this ____ day of_____, 2013, by and between JoLynn Oakman, a ~~single~~ person (Landowner), and the City of Wichita, Kansas, a municipal corporation, (Buyer), married J.O. 5/6/13

WITNESSETH, For consideration as hereinafter set forth, Landowners hereby agree to convey a road right-of-way to the City of Wichita by a warranty deed to the following described real properties in Sedgwick County to wit: subject to mortgage J.O. 5/16/13

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

Commencing at the SE Corner of the SEQ, Section 34, Township 26 S, Range 1 W, Sedgwick County, Kansas; thence west along the south line of said SEQ a distance of 327.05 feet; thence north normally distant to said west line a distance of 30 feet to the Point of Beginning; thence continuing north a distance of 10 feet; thence west parallel with the south line of said SEQ a distance of 218 feet; thence south normally distant to said south line a distance of 10 feet; thence east parallel with the south line a distance of 218 feet, more or less, to the Point of Beginning.

Said tract containing 2,180 square feet, more or less.

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

Approximately 2,180 Sq. Ft. for Road Right-of-Way		$ 2,245
Damages: including but not limited to fence		$ 540
	TOTAL	$ 2,785

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use

for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

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

LANDOWNER(S):

JoLynn Oakman

BUYER:
City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

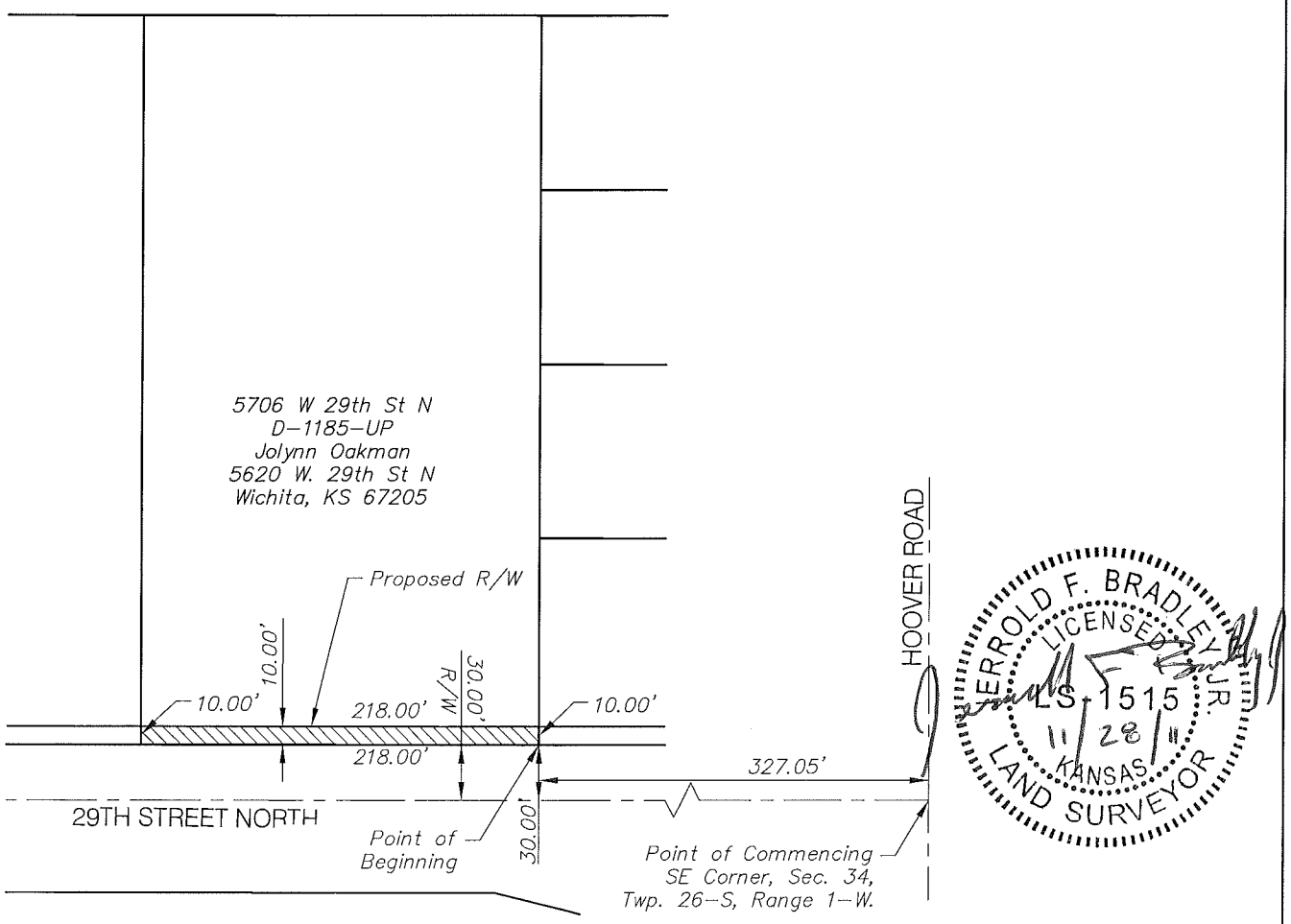
EXHIBIT

LEGAL DESCRIPTION:

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

Commencing at the SE corner of the SE ¼, Section 34, Township 26 S., Range 1 W., Sedgwick County, Kansas; thence west along the south line of said SE ¼ a distance of 327.05 feet; thence north normally distant to said west line a distance of 30.00 feet to the Point of Beginning; thence continuing north a distance of 10.00 feet; thence west parallel with the south line of said SE ¼ a distance of 218.00 feet; thence south normally distant to said south line a distance of 10.00 feet; thence east parallel with the south line a distance of 218.00 feet, more or less, to the Point of Beginning.

Said tract containing 2,180 square feet, more or less.



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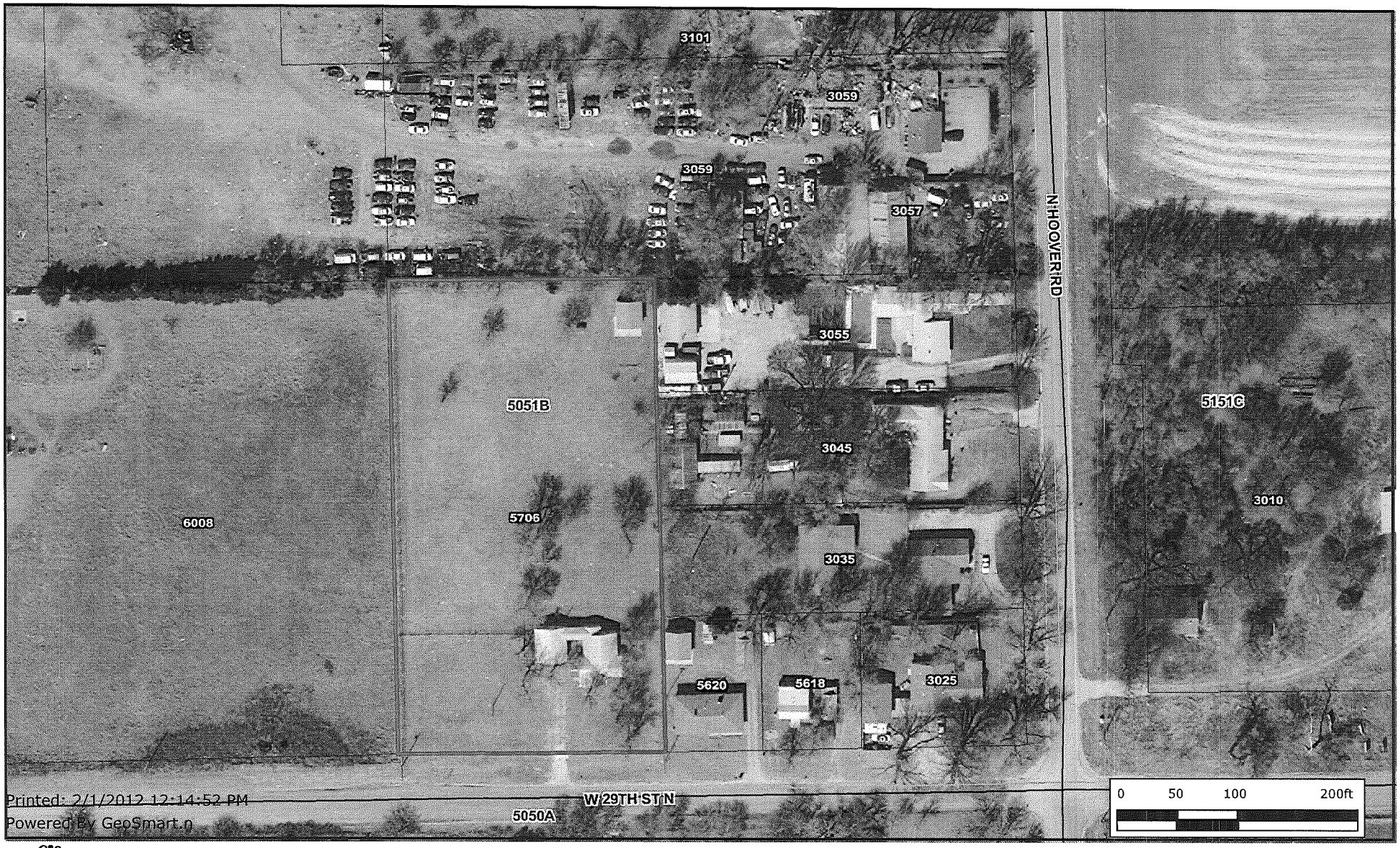
Drawing File: E:\Projects\29th Ridge to Hoover\Exhibits\Tract Maps.dwg

5706 W. 29th Street North



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

CITY OF WICHITA
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1928 South Meridian and a Vacant Tract of Land in the 1900 Block of South Meridian for the Meridian Drainage Outfall Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 19, 2008, the City Council approved a project to provide storm water drainage relief for the area bounded by Meridian, Harry, Pawnee and the Big Arkansas River. Additionally, the project will improve Meridian from Pawnee to Orient. Orient will be realigned to intersect at Meridian, south of the current intersection for the purpose of creating a separation from the railroad corridor. The drainage portion of the project requires the acquisition of all or part of five parcels. Two of the properties required are also impacted by the Meridian street improvement project. At this time, the design of the drainage portion of the project is sufficient to allow the acquisition of right-of-way. All the tracts required for the road project have not been defined, but those two located within the drainage project have been described, and will be acquired with this approval. The two parcels impacted by both projects are 1928 South Meridian together with the vacant tract of land in the 1900 Block of South Meridian. Both properties are in a single ownership.

The vacant property in the 1900 Block of South Meridian is situated between Orient Avenue and the residential site known as 1928 South Meridian. The property at 1928 South Meridian is zoned for and improved with a single-family residence. The ten foot right-of-way acquisition impacts the residential improvements causing the house to be acquired and the occupants relocated. From the vacant parcel, it is necessary to obtain a ten foot right-of-way adjacent to Meridian together with a 60 foot east-west swath of land to facilitate both the drainage outfall project and the realignment of Orient. The 60 foot acquisition area will bisect the vacant parcel into two tracts.

Analysis: The owner rejected the appraised offer of $160,900, or $91,000 for the residential site, $22,500 for the relocation reestablishment, and $47,400 for the partial taking from the vacant parcel. The owner countered at $406,900 which included acquiring the entire vacant parcel. Through negotiation, the owner agreed to accept $225,000 for the original taking of a portion of the two properties. The owner will be relocated from the residence and the purchase price of $225,000 includes the owner's reestablishment relocation benefit. The improvements will be razed to accommodate the road project. The owner is eligible for reimbursement of actual moving costs. In addition, the City will convey the approximate 9,000 square foot remnant of the 1928 South Meridian site to the owner.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $236,500 is requested. This includes $225,000 for the acquisition, $10,000 for moving, and $1,500 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council; 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

<u>Attachments</u>: Real estate agreement, tract map, and aerial map.

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this ____day of _____, 2013 by and between:

Edward D. Bosley and Marie E. Bosley, "Landowner(s)", and the City of Wichita, Kansas, a municipal corporation, "City"

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Proposed Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

A portion of VACATED Dora Avenue lying adjacent to Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas more particularly described as commencing at the northwest corner of Lot 1 in said Block P; thence east along the north line of said Lot 1, 10.00 feet to the point of beginning; thence continue east along the north line of said Lot 1, 10.00 feet; thence north parallel with the extended west line of said Lot 1, 36.40 feet more or less to the south line of Orient Avenue; thence southwesterly along the south line of said Orient Avenue, 11.85 feet to a point 10.00 feet normally distant east of the extended west line of said Lot 1 north; thence south parallel with the extended west line of said Lot 1, 30.04 feet more or less to the point of beginning; TOGETHER WITH the east 10 feet of the west 20 feet of Lots 1, 3, and 5, Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas; TOGETHER WITH the east 10 feet of the west 20 feet of Lot 7 EXCEPT the south 10 feet thereof, Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas; TOGETHER WITH the south 10 feet of Lot 7 and all of Lots 9 and 11, Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas, EXCEPT the west 10 feet thereof for street; TOGETHER WITH the east 10 feet of the west 20 feet of Lots 13, 15, 17 and 19 Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas; TOGETHER WITH all of Lots 21, 23, and 25, Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas EXCEPT the west 10 feet thereof for street.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 10 days after the warranty deed conveying said property free of encumbrance has

been delivered.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

Real property to be acquired as right of way: Approximately 19,775.4 Sq. Ft. and all improvements there to together with relocation benefits	$225,000
TOTAL	**$225,000**

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out. In addition, said purchase price stands as full satisfaction of all claims, except moving costs, that landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq. In addition to the purchase price, the Landowners are eligible for actual, reasonable moving costs per 49 Code of Federal Regulations Part 24.

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

LANDOWNER:

Edward Bosley

Marie Bosley

BUYER:
City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Rev. 9-94
Form No. 1716

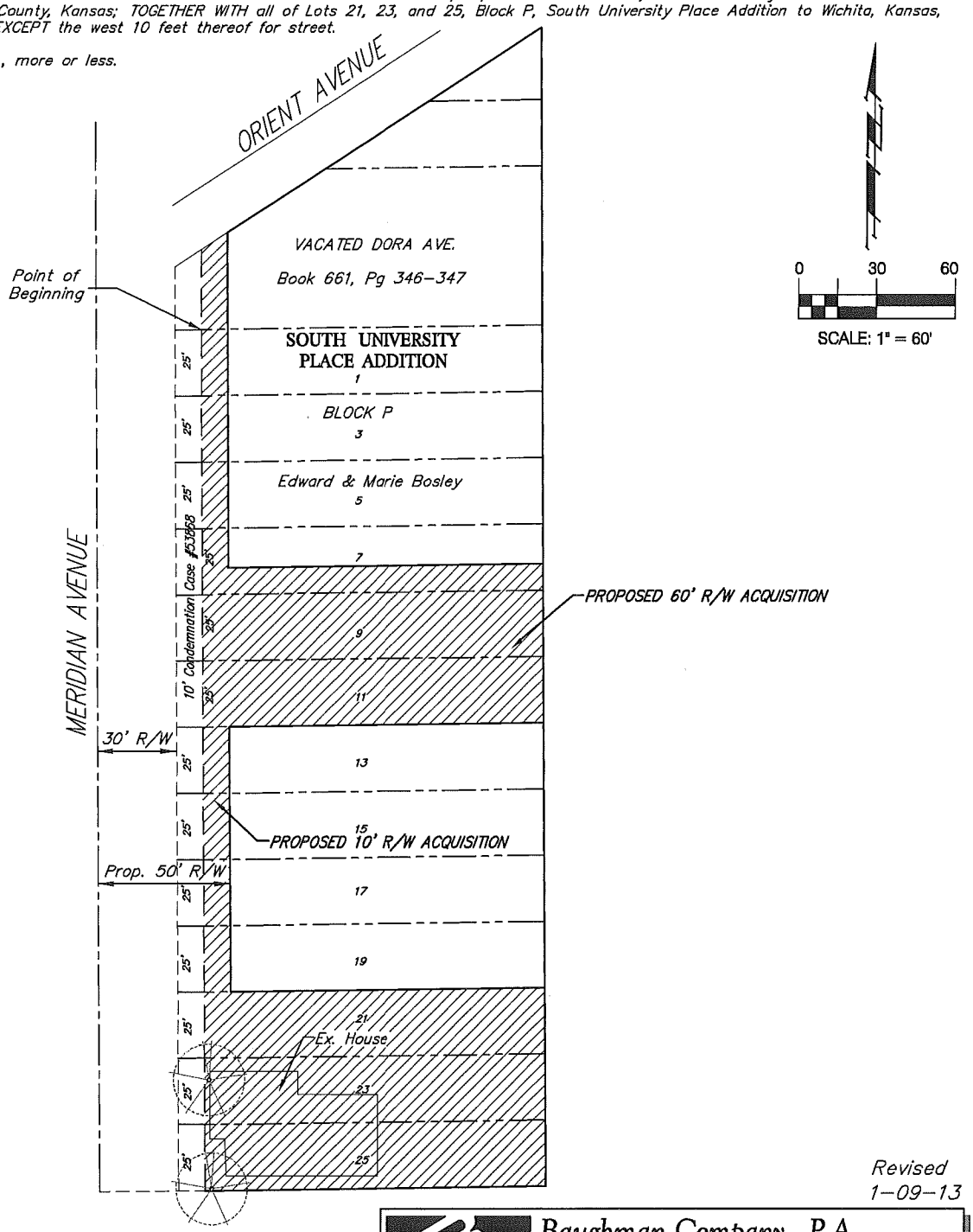
D. O. T.

LEGAL DESCRIPTION: EXHIBIT

A Proposed Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

A portion of VACATED Dora Avenue lying adjacent to Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas more particularly described as commencing at the northwest corner of Lot 1 in said Block P; thence east along the north line of said Lot 1, 10.00 feet to the point of beginning; thence continue east along the north line of said Lot 1, 10.00 feet; thence north parallel with the extended west line of said Lot 1, 36.40 feet more or less to the south line of Orient Avenue; thence southwesterly along the south line of said Orient Avenue, 11.85 feet to a point 10.00 feet normally distant east of the extended west line of said Lot 1 north; thence south parallel with the extended west line of said Lot 1, 30.04 feet more or less to the point of beginning; TOGETHER WITH the east 10 feet of the west 20 feet of Lots 1, 3, and 5, Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas; TOGETHER WITH the east 10 feet of the west 20 feet of Lot 7 EXCEPT the south 10 feet thereof, Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas; TOGETHER WITH the south 10 feet of Lot 7 and all of Lots 9 and 11, Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas, EXCEPT the west 10 feet thereof for street; TOGETHER WITH the east 10 feet of the west 20 feet of Lots 13, 15, 17 and 19 Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas; TOGETHER WITH all of Lots 21, 23, and 25, Block P, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas EXCEPT the west 10 feet thereof for street.

Containing 19,775.4 Sq. Ft., more or less.



Revised 1-09-13

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

Project Number 08-02-E038

E:eng/Meridian Drainage\Exhibit\Bosley-RW.dwg

1900 Block and 1928 South Meridian

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

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for April 2013

DATE: May 7, 2013

The following claims were approved by the Law Department during the month of April, 2013.

McCoy, Charles	$2,146.05

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton
Shawn Henning

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 – Main Water Treatment Plant Evaluation Services (Burns & McDonnell) (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: The City's Main Water Treatment Plant (MWTP) currently treats water from two sources-surface water from Cheney Reservoir and groundwater from a number of water wells including the Equus Beds well field. The MWTP current process design allows for the plant to treat water blended from both sources. On March 8, 2011, the City Council approved a study of the MWTP to analyze treatment capabilities of various water sources and scenarios. This need was triggered by the construction of the Aquifer Storage and Recovery Project (ASR). The scenarios included: 1) treatment capability and plant upgrades needed to treat 100% surface water from Cheney Reservoir in case the well field had to be taken off line during ASR construction; 2) treatment capabilities for 100% Equus Beds groundwater, and; 3) treatment capabilities for adding ASR treated water to the blend. The needed plant upgrades for these two scenarios were not included in this study.

The City Council approved Supplemental Agreement No. 1 on August 9, 2011, to optimize ozone dosing under various dosing scenarios at Cheney Pump Station and the related operation training for staff.

Evolving drinking water standards have triggered a need for further study in order to determine the treatment capabilities and plant upgrades needed for treating unblended water exclusively for extended periods of time while maintaining compliance with current drinking water standards. In addition, this study will determine the process design and plant upgrades needed to treat ASR water at the MWTP.

Analysis: The ability to treat and maintain compliance with drinking water standards under multiple scenarios is critical to being able to achieve optimal levels of water service including for drought mitigation. The work provided by Supplemental Agreement No. 2 will determine capital improvement needs for various treatment scenarios including unblended Equus Beds groundwater and unblended surface water from Cheney Reservoir in order to meet current drinking water standards. The process design and capital improvements needs for treating various blends of ASR treated river water at the MWTP for drinking water will also be provided.

Financial Considerations: The maximum not-to exceed amount for the original agreement was $128,988 and was paid for as part of the ASR Project. Supplemental Agreement No. 1 was not to exceed $44,870 and was paid for out of the Production and Pumping operations budget. The maximum not-to exceed amount for Supplemental Agreement No. 2 is $95,583. Funding for these services is available in the Production and Pumping operations budget. The total for all three agreements is $269,441.

Legal Considerations: Supplemental Agreement No. 2 has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT

for

PROFESSIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF WICHITA

MAIN WATER TREATMENT PLANT IMPROVEMENTS

_____, 2013

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Attachment 1: Scope of Work
Attachment 2: Schedule, Compensation, and Project Team
Attachment 3: City's Non-Discrimination and Equal Employment/Affirmative Action Program

AGREEMENT

THIS AGREEMENT, with an effective date of the ____ day of _____, 2013, is made and entered into between the CITY OF WICHITA, KANSAS, a municipal corporation, acting by and through the Public Works and Utilities (hereinafter called the "City"), and Burns & McDonnell Engineering Company, Inc. a Corporation with a principal place of business at 9400 Ward Parkway, Kansas City, MO 64114-3319, (hereinafter called the "Consultant"). (City and Consultant may be collectively referred to herein as "Parties", or individually as "Party".)

Recitals

WHEREAS, the City has developed an Integrated Local Water Supply (ILWS) Plan to meet the City's water supply requirements through the year 2050. This Plan consists of a portfolio of projects and components to be constructed in phases over a 10-year period that must be coordinated in order to meet the Plan's water supply goals.

WHEREAS, the City desires to obtain a Consultant to evaluate improvements for the Main Water Treatment Plant to treat Equus Beds Well Field (EBWF).

WHEREAS, Consultant represents that its members include duly-licensed engineer(s) and architect(s) of the State of Kansas, as applicable, and that it has the present capacity, is experienced and qualified to perform professional services for the City in connection with the Main Water Treatment Plant Improvements as specified in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the parties mutually agree as follows:

Section I - Preliminary Matters

A. Consultant's professional services shall consist of a Scope of Work, ***Attachment 1***, attached hereto and incorporated into this Agreement, that details how the Consultant would proceed with the Main Water Treatment Plant Improvements, the Proposal provided by Consultant as part of its bid and any other services included in this Agreement, including normal architectural, engineering and professional design services, unless superseded by Supplemental Agreement pursuant to **Section VI.C.** of this Agreement. Other exhibits or attachments may be attached to and made a part of this Agreement, some of which may be in conflict with other attachments, exhibits or portions of this Agreement. In the event of any conflict in any of these attachments, exhibits or portions of this Agreement, the intent of the parties is to resolve such conflict in favor of the provision which provides for the greatest scope of services to the City. The greater service shall be included in the professional services provided, without additional compensation.

B. If the Parties to this Agreement have previously entered into a Professional Services Agreement for professional services for any work related to the Program, then notwithstanding any provisions in that agreement to the contrary, all work performed by Consultant for the Main Water Treatment

Plant Improvements under this Agreement shall be performed in accordance with the standards, terms, conditions and requirements of this Agreement.

C. In performing professional services pursuant to this Agreement, Consultant acknowledges that time is of the essence for Program delivery. All services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement by the parties hereto and approval by the City, as required by applicable law, in accordance with the Milestone Schedule set forth in ***Attachment 2,*** attached hereto and incorporated into this Agreement.

D. The total compensation to be paid Consultant under this Agreement is stated in **Section VI** of this Agreement, which amount is intended to cover the entire cost of the professional services contemplated by this Agreement. The Consultant agrees to cooperate fully with the City during the Main Water Treatment Plant Improvements to keep compensation within this limit. The City shall pay Consultant in accordance with the terms of this Agreement as reflected in the Fee Schedule set forth in ***Attachment 2,*** attached hereto and incorporated into this Agreement.

Section II - Authority

A. None.

Section III - Basic Services and Responsibilities

A. Consultant agrees to perform all of the professional services set forth below and described in ***Attachment 1*** and/or the proposal provided by Consultant as part of its bid.

B. Consultant hereby represents to the City that Consultant is financially solvent and possesses sufficient experience, licenses (including required state licenses as applicable), authority, personnel and working capital to complete the services required hereunder.

C. Consultant hereby represents to the City that Consultant has visited the site for the Main Water Treatment Plant Improvements and has familiarized itself with the conditions under which the required services are to be provided; that it has properly investigated and considered all conditions and obstacles in their proposal submitted which may affect its services; and that Consultant will correlate its observations of the site conditions and all of the provisions of this Agreement and of any related construction documents for which Consultant has responsibility. Accordingly, the parties agree that Consultant will not be granted any additional compensation based upon the lack of information or its effects on the cost of work.

D. The accuracy of soils, foundation, groundwater, and other subsurface investigations are not guaranteed by the City and Consultant is responsible for verifying same. Consultant shall make all necessary investigations in order to inform itself thoroughly as to the character and magnitude of all work involved in the performance of services hereunder. No plea of ignorance of conditions that exist or that may hereafter exist, or any of the difficulties that will be encountered in the performance of services hereunder, as a result of failure to make necessary examinations and investigations, will be accepted as sufficient excuse for failure or omission on the part of Consultant

to fulfill in every detail all the requirements of the Agreement, or will be accepted as a basis for any claim whatsoever for extra compensation or an extension of time.

E. The professional services provided under this Agreement for the Main Water Treatment Plant Improvements shall be of a high quality commensurate with that provided by specialized design professionals for projects of similar size, complexity, and difficulty, and shall be adequate and sufficient. All reports, drawings and specifications, as applicable, for the Main Water Treatment Plant Improvements, when submitted by Consultant to the City, must represent a thorough study and competent solution for the Main Water Treatment Plant Improvements and shall reflect appropriate and necessary architectural and engineering services applicable. Consultant shall be responsible for ensuring the professional quality, technical accuracy, timely completion and the coordination of all designs, plans, reports, specifications, drawings, schedules, cost estimates and other services rendered by Consultant. Accordingly, the City shall require reimbursement from the Consultant for the value of change orders on construction contracts which use Consultant's plans, specifications and other work due to design errors, plus fifteen percent (15%) of the value of change orders due to design omissions, when the sum of these two figures exceeds two percent (2%) of the original construction contract price. The following formula will apply: (cost of design error change orders) plus (cost of design omission change orders times 0.15) minus (original contract amount X 0.02) equals (required reimbursement by Consultant). This formula covers all necessary change orders during construction, and additionally applies to any necessary modifications that are discovered up to one year after the date of the notice of completion, or up to one year after the date of beneficial occupancy, whichever is earlier. The City's right to require reimbursement is cumulative and does not foreclose or otherwise prevent the City from recovering direct or incidental damages caused by Consultant's failure to perform as stated in this paragraph. The City reserves to itself the right, in its discretion, to make final determinations concerning the responsibility for design errors and omissions.

F. Consultant represents and warrants to the City that its and all of its subconsultant's services shall be performed in a skillful and competent manner, exercising due and reasonable professional care, and shall comply with the recognized standards of a nationally recognized consulting firm and the standards and practices in this Agreement. The Consultant shall be responsible to the City for all costs and damages resulting from (i) defects in design, (ii) non-workability of design details, (iii) failure to comply with the terms of this Agreement, and (iv) negligent acts, errors or omissions. Consultant and its consultants, subcontractors, agents, employees and officers shall promptly upon notice or discovery, make necessary revisions or corrections of errors, ambiguities, or omissions in the drawings and specifications without additional compensation.

G. The City shall have the right to disapprove any portion of Consultant's work including, but not limited to, work associated with the design and construction documents, pre-bid and bidding phases, and any other design work or documents, which does not comply with the requirements of this Agreement. In the event that Consultant's work or a portion thereof is not approved by the City, Consultant shall proceed, when requested by the City, with revisions to the design work or documents prepared for that work and meet all applicable requirements of this Agreement. If said additional work complies with the requirements of this Agreement, the City will provide prompt written approval. Correction or completion of work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services

provided for hereunder unless the revisions are made to work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.

H. Consultant shall obtain written authorization from the City before proceeding with each major task for the Main Water Treatment Plant Improvements.

I. Consultant shall consult with the City as necessary on all matters connected with carrying out and performing the services required under this Agreement.

J. Consultant agrees to conduct the Main Water Treatment Plant Improvements within the general intent of the program and established budget. Should the Consultant determine that the Main Water Treatment Plant Improvements cannot be conducted within the established budget, Consultant shall immediately notify the City, in writing, so that the scope and/or budget can be reviewed and modified as necessary, including any changes in Consultant's scope, compensation and schedule.

K. Consultant agrees to conform to and be bound by written standards, criteria, budgetary considerations and policies previously furnished by the City.

L. All drawings and specifications shall be prepared so that, when constructed in accordance with such drawings and specifications, complies with all applicable laws, statutes, codes, ordinances, executive orders, and rules and regulations of the City, County, the State of Kansas, and the United States Government in effect when the construction documents are finally accepted by the City. Consultant represents to City that the construction documents and any other documents prepared by or through Consultant under the terms and conditions of this Agreement shall meet the applicable standard of care and be prepared in accordance with the existing applicable laws, statutes, codes, ordinances, rules and regulations, including without limitation, those dealing with land use or water rights, use, zoning, building, fire, safety and environmental laws, codes and ordinances of the city, county, state and/or federal agencies or any other governmental or quasi-governmental entity having jurisdiction in effect at the time that the work is performed ("Code Requirements"); subject only to (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Consultant to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations.

M. Consultant shall prepare plans and specifications in a format that complies with all City requirements as well as all applicable county, state and federal requirements. Consultant shall be responsible for contacting the appropriate agencies and to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though federal, state and county agencies may have approved such documents.

N. Coordination with the City, other regulatory agencies, or Consultants of other ASR Program Projects shall be a continuing work item, continuing through the completion of Consultant's work as described in ***Attachment 1*** to the completion of the Program. Such coordination shall consist of regular progress and review meetings with the Contractor, City, Consultants of other ASR Program Projects, work sessions with the City's staff and the user agencies or as otherwise directed, and coordination with utility companies. Such coordination shall also include field and office reviews of plans and documents during development, as required in this Agreement. Consultant shall document all such meetings and work sessions and distribute notes of such meetings and work sessions to the City and others, as appropriate.

O. Consultant shall, upon the request of the City, be represented at all Design/Programming meetings or hearings which involve or impact the Main Water Treatment Plant Improvements.

P. Consultant shall complete a Final Report and, following its completion, Consultant shall assist the City in determining the best course of action to take to complete implementation of selected subparts of the Main Water Treatment Plant Improvements. The course of action may include a design-bid-build or alternate delivery. City reserves the right to structure the implementation in any such manner at its sole discretion.

Q. The responsibilities and obligations of Consultant under this Agreement are not to be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, City's Representative or employee of the City.

R. Consultant shall submit billings to the City for the services performed as required by this Agreement. During the progress of work covered by the Agreement, partial payments may be made to the Consultant at intervals of four weeks or greater time span.

S. Consultant shall complete and deliver preliminary and final planning documents to the City within the time allotted for the work as stipulated in ***Attachment 2*** or as it is amended.

T. Consultant represents that the statements of fact made in the proposal it submitted with its bid to perform professional services associated with the Main Water Treatment Plant Improvements are true and accurate and that the City reasonably relied upon such representations.

Section IV – Subconsultants

A. These services shall be diligently performed by Consultant's regular professional and technical staff. In the event Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with the City approval, by practicing professional subconsultants outside of Consultant's regular employment.

B. Prior to designating an outside professional to perform work or services under this Agreement, Consultant shall submit the name(s) of such professional, together with a resume of training and experience in work of like character and magnitude, to the City and receive prior written approval. The City shall have the right to reject any proposed subconsultant for reasonable cause. "Subconsultant" shall mean any person or business entity which is not an employee of Consultant.

C. A subconsultant's services, performed under this Agreement, are considered the services of the Consultant. Delegation of services shall not be construed to create any contractual relationship between the City and such subcontractor. All design documents, contract documents, and other documents prepared and issued by subconsultant(s) are documents of the Consultant for the purposes of this Agreement. Consultant's delegation to subconstultant(s) of some of Consultant's services does not relieve Consultant of any liability for full, workmanlike and proper performance of the delegated service and for any liability for representations, warranties or promises made in connection with or arising from performance of the services. All representations, warranties and promises made in this Agreement extend to and apply to subconstulant's services.

D. The City's communications with Consultant's subconsultants shall be through Consultant.

Section V - Schedule

A. Consultant shall submit to the City, in writing, a Milestone Schedule setting out the milestone dates on which the Consultant plans to complete its work under this Agreement within twenty (20) working days of the effective date of this Agreement. The City shall have ten (10) working days to review the proposed milestone schedule, or as mutually agreed by the parties. The milestone schedule shall include, but not be limited to, all dates by which any known actions, decisions or information required from the City must be provided in order for Consultant to perform according to the schedule. The milestone schedule shall, when reviewed by the City, be incorporated herein by reference as ***Attachment 2*** or as it is amended. Consultant shall provide monthly schedule updates to the City in a mutually agreeable electronic format.

B. Consultant shall make every reasonable effort to meet the Milestone Schedule. Meeting the deadlines contained in this Schedule shall not result in a higher design cost to the City nor shall quality of design be compromised to achieve these dates.

C. The parties agree that in performing the terms, conditions and requirements of this Agreement by Consultant, time is of the essence. Consultant shall perform diligently and uninterruptedly and shall complete its work within the time schedule set forth herein.

Section VI - Compensation

A. Payment to the Consultant for the performance of its services shall be as defined in ***Attachment 2*** and shall not exceed the sum of $95,583, which payment shall be in accordance ***Attachment 2***. It is understood and agreed by and between the Parties hereto, that the City shall pay Consultant for services furnished, and Consultant shall accept as full payment for such services, amounts of money computed in this Section.

B. It is the Parties' intent that all professional services required for the Main Water Treatment Plant Improvements are to be provided by Consultant as part of its services as identified in **Section III** of this Agreement. The City's failure to list a specific service that would normally be provided shall not be cause to eliminate that service.

C. In the event that either party desires to change the scope of the services for any reason which is not within the scope of the services as identified in **Section III** of this Agreement, such party shall submit to the other party a request for a Supplemental Agreement. Consultant will then submit a projection of the cost of the requested Supplement Agreement. Consultant's compensation under any Supplemental Agreement shall be as defined in ***Attachment 2***. Any Supplemental Agreement shall be in writing and signed by representative of both parties. Neither party shall unreasonably disapprove a request for Supplemental Agreement. However, no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement.

D. Design changes required by (i) changes in applicable laws, statutes, codes, ordinances or rules and regulations of the City, Local, State, or Federal governmental agencies after the City's acceptance of construction documents or (ii) unreasonable extension, by no fault of Consultant, of the Milestone Schedule beyond the dates in ***Attachment 2***, as amended from time to time, shall be compensated for pursuant to **Section VI.C.** of this Agreement. However, nothing in this paragraph shall be construed as granting Consultant the right to any additional compensation based upon lack of information concerning the Main Water Treatment Plant Improvements, as described in **Section III.C.** or its effects on the cost of work.

E. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any work beyond what has been specifically authorized in writing by the City.

F. In the event that any part of the Main Water Treatment Plant Improvements is deleted or otherwise not designed or performed, compensation to Consultant for the Main Water Treatment Plant Improvements shall be payable only to the extent services are actually performed on said work, or portions of said work, in accordance with Consultant's approved payment schedule.

G. Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and, provided that Consultant is timely paid amounts due from the City under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities, funds or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations. If the City, in its sole discretion, reasonably requires lien and/or

verified claim releases in a form satisfactory to City and executed by Consultant and its subconsultants, they shall be submitted with Consultant's monthly invoices to the City.

H. Consultant shall maintain current, accurate and complete records of all man hours expended and expenditures made by it in connection with the Main Water Treatment Plant Improvements. In accordance with **Section VII** of this Agreement, all such records shall be available for review by the City at all reasonable times upon written request by the City to Consultant.

I. The final payment to Consultant shall not be made until after the Main Water Treatment Plant Improvements is accepted by the City and this Agreement is otherwise fully performed by Consultant.

J. The City shall not be obligated to make any payment (whether an interim payment or Final Payment) to Consultant hereunder if any one or more of the following conditions exist:

(i) Consultant is in default of any of its obligations hereunder or under any provision of this Agreement.

(ii) Consultant has failed to make payments promptly to subconsultants or other third parties in accordance with the terms of its respective subconsultant agreements after the City has made payments to Consultant.

K. No interim payment or other partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such interim payment or other partial payment relates, nor shall it relieve Consultant of any of its obligations hereunder with respect thereto.

Section VII - Examination of Records

A. Consultant agrees to make available during regular business hours all of its and its subconsultant's calculations, sketches and drawings concerning the Main Water Treatment Plant Improvements such as the City may wish to examine during performance of the Agreement.

B. Consultant agrees to maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by Consultant and, where relevant to method of payment, to make such material available at its office at reasonable times during the contract period, and for three (3) years from the date of final payment under the contract for inspection by the City or its authorized representatives.

C. Consultant agrees to include in first-tier subcontracts under this Agreement a clause to the effect that the City, acting through its duly authorized designee, shall, until 3 years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent documents, including but not limited to, books, invoices, timesheets, papers, or other records involving transactions related to the subcontract.

D. The periods of access and examination as noted above for records relating to (i) litigation or settlement of claims arising from the performance of this Agreement, or (ii) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section VIII – Assignments/Parties to Agreement

A. The list of Main Water Treatment Plant Improvements team members and key personnel, essential to the successful completion of the Main Water Treatment Plant Improvements and authorized to perform work under this Agreement are in ***Attachment 2.*** The list may only be amended during performance of this Agreement under the following procedure:

(i) If Consultant is required to replace any of its key personnel, Consultant shall notify the City in writing of the desired change. No such changes shall be made until at least two (2) qualified replacement candidates are recommended by Consultant and a replacement is approved in writing by the City. The City's approval shall not be unreasonably withheld. Failure of Consultant to comply with the requirements of this provision may be the basis for the City's termination of this Agreement.

(ii) The City shall respond to Consultant's written notice regarding replacement of key personnel within fifteen (15) working days after the City receives the list of proposed changes. If the City or its designated representative does not respond within that time, the listed changes shall be deemed to be approved.

(iii) If during the term of this Agreement, the City determines that the performance of approved key personnel is not acceptable, it shall notify Consultant and give Consultant the time which the City considers reasonable to correct such performance. Thereafter, the City may require Consultant to reassign or replace such key personnel. If the City notifies Consultant that certain of its key personnel or the key personnel of a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel within a reasonable time but not to exceed thirty (30) calendar days from the date of the City's notice.

B. Notwithstanding any other provision in this Agreement, it is the intent of the parties that all key personnel be engaged to perform their specialty for all such services required by this Agreement, and that Consultant's key personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

C. Neither Consultant, nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on the Main Water Treatment Plant Improvements, and Consultant shall make written inquiry of all of its subconsultants concerning the existence of or potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.

D. The City is not obligated or liable under this Agreement to any party other than the Consultant named herein. Consultant understands and agrees that this is a Professional Services Agreement and it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting.

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

Section IX - Ownership of Documents

A. All deliverables, as described in ***Attachment 1***, prepared by Consultant under this Agreement when delivered to and accepted by the City, shall become the property of the City when Consultant has been compensated by the City under the terms of this Agreement. Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder as more fully described in ***Attachment 1***.

B. The City shall have unlimited rights in the ownership of all deliverables, as described in ***Attachment 1***, including the right to use the same on any other City project(s) without additional cost to the City, and with respect thereto the Consultant agrees to and does hereby grant to the City a non-exclusive royalty-free license to all data which Consultant may cover by copyright and to the deliverables to which Consultant may assert any rights or establish any claim under the patent or copyright laws or any other applicable laws.

C. Consultant shall have common law, statutory and other reserved rights in the drawings, specifications and other documents, including those in electronic form, prepared by Consultant for use with respect to this Main Water Treatment Plant Improvements. However, Consultant gives the City an irrevocable license to use the drawings, specifications, and other documents prepared by Consultant for completion of this Main Water Treatment Plant Improvements. This license is for the benefit of the City and its assigns and permits the City to retain other architects, engineers and design professionals who may use the drawings, specifications and other documents for such purposes.

All drawings, specifications and other documents shall become the property of the City, at the conclusion of the Main Water Treatment Plant Improvements, whether the Main Water Treatment Plant Improvements for which they are made is executed or not, or the termination of the services of Consultant, whichever is earlier, and shall be delivered to the City clearly marked and identified in good order. Such documents may be used by the City to construct one or more like projects without the approval of, or additional compensation to, Consultant. Consultant shall not be liable for injury or damage resulting from reuse of drawings, specifications and other documents for a project in which Consultant is not also involved, the City will remove and obliterate from such

documents all identification of the original Consultant, including name, address, professional seal and stamp.

D. The deliverables, as described in ***Attachment 1***, excluding Consultant's standard details and documents, shall not be used by Consultant on or for other projects without the written approval of the City, which shall not be unreasonably withheld.

E. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Main Water Treatment Plant Improvements is not to be construed as publication in derogation of Consultant's or the City's rights.

Section X - Taxes and Licenses

A. Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement and shall take out and keep current all required municipal, City, state or federal licenses required to perform its services under this Agreement. Consultant shall furnish the Project Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes.

Section XI - The City's Responsibilities

A. The City shall:

(i) Use reasonable efforts to furnish all available information and data pertaining to the Main Water Treatment Plant Improvements now in the City's possession.

(ii) Pay the Consultant for its services in accordance with the requirements of this agreement.

(iii) Provide right of entry for Consultant's personnel in performing the services hereunder.

B. Actions taken by the City under this Section shall not, in any way, relieve Consultant of its responsibilities for design deficiencies, errors or omissions.

C. The City shall not be liable for the payment of taxes, late charges, or penalties of any nature incurred by Consultant in performing its services under this Agreement.

D. The City makes no representations or warranties, express or implied, concerning the accuracy of information and data it provides pertaining to the Main Water Treatment Plant Improvements.

Section XII - Laws and Ordinances

A. Consultant, at all times, agrees and shall observe and comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1974, and to comply with the City's Non-Discrimination and Equal Employment/Affirmative Action Program as set forth in ***Attachment 3*** which is attached hereto and adopted by reference as

though fully set forth herein.

Section XIII - Status of Consultant

A. It is understood and agreed that the status of Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as it is not intended, nor shall it be construed, that Consultant, or any member of its staff or any consultant or subconsultant, is an employee, officer or agent of the City for any purpose whatsoever.

Section XIV - Termination of Agreement

A. The City may terminate this Agreement in whole or in part, at any time, upon written notice, with or without cause, at its sole discretion; provided, however, that in any case the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions in **Section III** of this Agreement and ***Attachment 1***, but in no case shall payment be more than the Consultant's actual costs plus a reasonable sum for profit.

B. After receipt of written notification that this Agreement has been terminated under this Section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

C. In the event of termination, all finished and unfinished Main Water Treatment Plant Improvements deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the City, subject to the provisions of **Section IX** of this Agreement.

D. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement until such time as the exact amount of damages, if any, has been determined.

Section XV - Insurance Requirements

A. During the Program, Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain as the insurance coverage:

(i) Professional Liability Insurance to insure the adequate performance of all professional activities under this Agreement in an amount of $1,000,000.

(ii) Workman's Compensation and Employer's Liability Insurance in an amount of: Workman's Compensation – Statutory, and Employer's Liability - $100,000.00 each occurrence.

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.

(iii) Comprehensive (also commonly referred to as "Commercial") General Liability Insurance in an amount of $500,000.00 per occurrence for bodily injury, death and property damage.

This policy shall be procured and maintained by the Consultant, shall be written in a comprehensive form and shall protect Consultant against all claims arising from injuries to persons (other than Consultant's employees) or damage to property of the City or others arising out of any negligent act or omission of Consultant, its agents, officers, employees, subconsultants or subcontractors in the performance of Consultant's services under this Agreement. It shall include Premises — Operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability coverages.

C. Every such policy shall be procured and maintained with appropriate forms and insurers acceptable to the City. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to **Section XVI,** of this Agreement. The City shall be added as an additional named insured on every such policy with the exception of Workers Compensation and Professional Liability insurance. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Consultant shall be solely responsible for any deductible losses under any required policy.

D. Every policy, except professional liability insurance, required above shall be primary insurance, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by this paragraph shall contain any exclusion for bodily injury or property damage arising from completed operations.

E. Satisfactory Certificates of Insurance shall be filed with the City prior to the time Consultant starts any work under this agreement. Consultant shall furnish the City certificates of insurance in a form acceptable to the City evidencing that the insurance coverage required to be maintained by Consultant hereunder are in full force and effect. 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.

F. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and limits shall constitute a material breach of the Agreement. In such event, as its sole discretion, the City may procure or renew any such policy or any extended reporting period thereto

and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

G. Consultant shall procure and maintain or shall cause any subconsultant of Consultant, concerning the services delegated under this Agreement to such subconsultant, to procure and maintain Professional Liability Insurance to insure its professional activities in an amount not less than $1,000,000 and the insurance coverages required in **Section XV** of this Agreement.

H. To the extent damages are covered by property insurance during construction, the City and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The City and Consultant shall require of the contractors, consultants, agents and employees of any similar waivers in favor of the other parties identified herein.
Consultant shall require that all insurance policies, except for professional liability insurance, that are in any way related to the Main Water Treatment Plant Improvements, including those that are secured and maintained by subconsultants, include clauses providing that each underwriter shall waive all of its rights of recovery under subrogation or otherwise, against the City and the City's representatives.

Section XVI - Indemnification

A. Consultant hereby agrees to indemnify, defend and hold harmless the City, its officials, officers, and employees from any and all third party claims, damages, suits, costs and expenses (including reasonable attorney fees, expert witness fees, court costs, and all associated defense fees), liability, actions or proceedings of any kind or nature to the extent caused or claimed to be caused directly or indirectly by the comparative fault of Consultant for negligent acts or errors or omissions, its agents, servants, employees or subconsultants occurring in the performance of its services under the Agreement The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder.

B. Consultant agrees that it will contractually obligate its subconsultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

C. In the event of the filing of record of a lien or verified claim against any property on which the Main Water Treatment Plant Improvements is located by Consultant, by a subconsultant, or by any other person or entity for which Consultant may be responsible, Consultant shall promptly remove the lien or claim in accordance with the laws of the State of Kansas.

D. Consultant shall protect, defend, indemnify, and hold harmless the City from and against any claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) in the event that litigation is filed by one of Consultant's subconsultants for non-payment by Consultant to that subconsultant.

E. Consultant shall take reasonable actions to inform the City of known potential patents on processes, designs, or devices that may be incorporated into the Main Water Treatment Plant Improvements. Consultant agrees to protect, defend and save harmless the City against any claim or demand for payment for the use of any patented or copyrighted material, process, design, article or device that may enter into the work being performed by Consultant under this Agreement to the extent that the City shall have provided Consultant reasonable notice of such claim or demand for payment.

F. The City does not agree to indemnify, hold harmless, exonerate or assume the defense of Consultant or any other person, or entity whatsoever, for any purpose whatsoever by or in connection with this Agreement.

Section XVII – Consequential Damages

A. In no event shall either Party be liable in tort or in contract for any incidental, special, indirect or consequential damages of any kind, including, without limitation, claims for lost profits or loss of goodwill, even if that Party has been advised of the possibility of such damages, by reason of any breach or default under this Agreement. This section shall not be interpreted to affect in any way Consultant's obligations with respect to a third party.

Section XVIII- Force Majeure

A. Neither Party shall be responsible nor deemed to be in default, on account of damages or delays in performance of the Agreement due to a cause beyond its control and not occasioned by its fault or negligence. Such causes include but are not limited to: Acts of God, labor disputes, strikes or lockouts, acts of war or terrorism; provided, however, that the existence of such causes shall not excuse the delaying or nonperforming Party from the resulting delay unless such Party shall have given the other Party written notice on any excusable delays referenced to above, within ten (10) days (or such additional time as may be approved by the other Party) after the delaying or nonperforming Party has actual knowledge that such occurrences will result in damages or delays.

Section XIX - Miscellaneous

A. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law. The City's rights and remedies are separate and cumulative. No consent by the City, expressed or implied, to any breach of the Agreement or waiver or failure to exercise in any respect any right or remedy provided under this Agreement by the City waives or bars any future right or remedy hereunder or available at common law.

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

C. The laws of the state of Kansas will govern the construction and operation of and the remedies available under this Agreement. Venue for any lawsuit arising under or related to this Agreement

shall before the Eighteenth Judicial District Court of Kansas (Sedgwick County, Kansas) or the United States District Court for the District of Kansas sitting in Wichita, Kansas.

D. In the event any dispute arises under this Agreement and during the time such dispute is being resolved, Consultant hereby agrees that it shall continue performance under this Agreement in accordance with the terms and conditions hereof since time is of the essence and City shall continue to compensate Consultant for all undisputed payment amounts. Consultant's failure to continue expeditious performance due to a dispute arising under this Agreement, at the option of the City, shall be construed as a material breach of this Agreement.

E. Consultant 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.

F. The term of this Agreement shall commence upon written Notice to Proceed from the City to Consultant and end upon final completion of the services to be provided hereunder by Consultant. The insurance and indemnification provisions of this Agreement shall survive such termination.

G. The captions and headings set forth in this Agreement are for convenience and for reference only and shall not be construed so as to define or limit the terms and provisions hereof.

H. This Agreement is intended as the complete integration of all prior oral or written understandings between the Parties. No prior or contemporaneous additions, deletions or other amendments shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement.

I. Supplemental Agreements and other amendments to the Agreement shall require approval by the City in the manner required by City policy, provided that City Staff or the Project Manager (as otherwise provided in writing by the City) may negotiate and approve modifications to ***Attachments 1 and 2***, on behalf of the City, as may be required from time to time.

J. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

K. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Wichita Public Works & Utilities
City Hall, 8th Floor
455 N. Main
Wichita, KS 67202

Consultant: Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, MO 64114

L. By signing this Agreement, the representatives of the parties represent that they are duly authorized by their principal to execute this Agreement, and that they have agreed to be bound by all of its provisions.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

By: _____

Title: _____

Date:_____, 2013

ATTEST:

_____
City Clerk

APPROVED AS TO FORM: _____
City Attorney

Burns & McDonnell Engineering Company, Inc.

By: _____
(Signature)

Name: Peter D. Zanoni, P.E.
(Type or Print)

Date: _____, 2013

Attachment 1

Scope of Work

Attachment 2

Schedule and Compensation

Attachment 3

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

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

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Attachment 1

Scope of Work

Main Water Treatment Plant Improvements

City of Wichita, KS

INTRODUCTION

The Main Water Treatment Plant (MWTP) currently treats a raw water blend of surface water from the Cheney Reservoir and groundwater from the Equus Beds Well Field (EBWF). A previous evaluation investigated how to effectively treat various combinations of raw water supplies from the Cheney Reservoir and EBWF, as each supply has different water quality parameters. A shift from the existing blend of surface and ground water would require a new combination of chemical utilization, treatment requirements, plant operation, and finished water quality.

The Cheney-only scenario was shown to be treatable with the existing MWTP with minor chemical and operation changes. However, when the EBWF was the only source of raw water, it was found to be difficult to treat due to the following:

- High lime dose requirements,
- Flocculation not performing well,
- Lack of solids inventory,
- Pin-flocculation particles that don't settle and result in higher settled water turbidities,
- Lime residuals carrying over to downstream processes, and
- Poor filtration performance and additional chlorine for disinfection

EBWF can be treated for a short duration with the existing equipment, but not for a long term strategy. The solids inventory generated in the flocculation zone will not be sustainable, which will eventually lead to significantly reduced primary treatment performance, high settled water turbidity, and possible violation of regulatory compliance.

Recent drought conditions have shifted water supply utilization to include treated water from the newly constructed Aquifer Storage and Recovery (ASR) Phase II Surface Water Treatment Plant (SWTP). Treating water from the SWTP presents another set of challenges to overcome when water is sent to the Main WTP instead of recharge wells. The SWTP includes membrane filtration and advanced oxidation. As a result, the SWTP effluent will be highly treated effluent with very low turbidity that will be difficult to treat, especially when blended with water only from EBWF.

This study will evaluate what capital improvements are required to treat only EBWF and the combination of EBWF and SWTP without building a new water treatment plant or solids contact clarifier. The following scope of work and associated fee are presented below for the Main Water Treatment Plant Improvements.

SCOPE OF WORK

TASK 1 – PROJECT WORKSHOPS

a) Conduct a Coordination Meeting with the Project Team to review the Project vision and scope of work.

b) Conduct a workshop to discuss the results of the bench scale testing and recommendations.

TASK 2 – DATA COLLECTION

Review existing water quality and plant performance data. These data will provide the groundwork for a statistical analysis of water quality to eliminate as many of the uncertainties by developing statistically significant correlations from which future projections can be made.

TASK 3 – PROCESS EVALUATION

Evaluate modifications to the physical and chemical processes of existing facilities that could improve treatment performance.

Task 3.1 – Plant Performance Evaluation

Task 3.2 – Bench Scale Testing

Task 3.3 – Full Scale Testing

Task 3.4 – Operational Evaluation

TASK 4 – FINISHED WATER STABILITY

Establish water quality goals using industry-accepted corrosion control and stability indices to evaluate operational and chemical feed requirements to maintain finished water stability.

TASK 5 – KDHE AND REGULATORY EVALUATION

This task assesses regulatory compliance issues at the plant and its ability to meet current and future drinking water regulations using EBWF and potential treatment changes.

TASK 6 – ALTERNATIVES EVALUATION

Evaluate process alternatives using planning level cost opinions and non-economic selection criteria.

TASK 7 – FINAL REPORT AND RECOMMENDATIONS

A Draft and Final Technical Memorandum will be issued summarizing Tasks 1 – 6 and project recommendations.

Attachment 2

Schedule, Compensation, and Project Team

Main Water Treatment Plant Improvements

City of Wichita, KS

A. Schedule
   1. A draft report will be delivered within six (6) months from receipt of an executed agreement and notice to proceed.

B. Compensation
   1. Payment to the Consultant for the performance of the professional services required by this agreement shall a schedule of rates with a maximum not-to-exceed amount of $95,583 for the Scope of Work described in Attachment 1.
   2. An invoice will be submitted by Consultant to City each month based on the work completed.

C. Assumptions
   1. City will provide water quality data that is available for the Cheney Reservoir, Equus Beds Well Field, Surface Water Treatment Plant, and Local Well Field.
   2. City will provide process drawings, design criteria, and operating procedures for each process and chemical feed system.
   3. Consultant will conduct four (4) days of jar and bench scale testing at the MWTP.
      a. Jar testing will be conducted on EBWF and SWTP.
      b. City will provide representative raw water sample for EBWF and SWTP.
      c. City will provide sample analysis for TOC, DOC, and other water quality parameters that can be measured with in-house equipment.
   4. Scope includes a plant performance, process, and operational evaluation only; hydraulic, electrical, mechanical, and structural reviews and evaluations are not included.
   5. Consultant will conduct four (5) trips to the site (kickoff meeting, bench scale testing, process improvements, full scale testing, and alternatives workshop).
   6. Design drawings, including basin improvements, new equipment, and changes to chemical feed systems, are not included in this Scope of Work.
   7. Project may need to be modified based on testing results.

D. Project Team Members
   1. Nathan Dunahee – Project Manager and Process Lead
   2. Mike O'Connell – Quality Assurance
   3. Brittany Rittenbacher – Staff Engineer
   4. Rachel Thompson – Staff Engineer

Agenda Item No. II-10

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Community Event with alcohol consumption – Resolution, Wichita River Festival (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: A community event application with alcohol consumption allowed has been submitted for the Wichita River Festival, scheduled for May 31 through June 8, 2013. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required, authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for closure of the streets involved in this event. Upon review of the application for this community event and upon consideration of the factors set forth in Section 3.11.080 of the code of the City of Wichita, the Council shall determine if such approval should be given.

Analysis: Staff has reviewed the application for the community event with consumption of alcoholic liquor allowed, and based upon the factors set forth in Section 3.11.080 of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

Financial Consideration: None.

Legal Consideration: The Law Department has reviewed and approved as to form the proposed Resolution.

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

Attachments: Resolution and maps of proposed sites for consumption of alcoholic liquor for the Wichita River Festival.

RESOLUTION NO. 13-085

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE 2013 WICHITA RIVER FESTIVAL

WHEREAS, the City Council has approved as a community event , the Wichita River Festival, to occur from May 31 through June 8, 2013.

WHEREAS, the City Council has approved the following public streets to be closed to vehicular traffic for such event upon the dates and during the times as follows:

1. South Century II Drive from Main Street to Douglas Avenue; South Cancun Street; and Century II Drive from South Cancun Street to the north curb line of West Tlalnepantla Drive will be closed with the consumption of alcoholic liquor allowed from 11:00 a.m. on May 31 through 11:00 p.m. on June 8, 2013.
2. Douglas Avenue from the east curb line of Waco Avenue to the west curb line of Water Street; the south 50 feet of Civic Center Place; and the south 50 feet of Wichita Street will be closed with the consumption of alcoholic liquor allowed from 5:00 p.m. to 11:00 p.m. on May 31 and June 3 – June 7, 2013.
3. Douglas Avenue from the east curb line of Waco Avenue to the west curb line of Water Street; the south 50 feet of Civic Center Place; and the south 50 feet of Wichita Street will be closed with the consumption of alcoholic liquor allowed from 11:00 a.m. until 11:00 p.m. on June 1, 2, and 8, 2013.
4. Waterman /Lewis Street from 20 feet west of the Hyatt driveway to the west end of the Lewis Street bridge; Wichita Street from the south curb line of Waterman Street to the north curb line of Dewey Street; Water Street from the south curb line of Waterman Street to the north curb line of Dewey Street, and Waterwalk Place from the west curb line of Water Street to the east curb line of Wichita Street will be closed with the consumption of alcoholic liquor allowed from 5:00 p.m. to 11:00 p.m. on June 5 and 6, 2013.
5. Waterman/Lewis Street from approximately 20 feet west of the Hyatt driveway to the east curb line of Wichita Street; Wichita Street from the south curb line of Waterman Street to the north curb line of Dewey Street; and Waterwalk Place from the west curb line of Water Street to the east curb line of South Wichita Street will be closed with consumption of alcoholic liquor allowed from 5:00 p.m. until 11:00 p.m. on June 7, 2013 and from 11:00 a.m. until 11:00 p.m. on June 8, 2013.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Wichita River Festival has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the

Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Wichita River Festival as set forth above and to occur upon the dates and during the times above stated.

ADOPTED by the governing body of the City of Wichita, Kansas, this 21st day of May, 2013.

CITY OF WICHITA, KANSAS

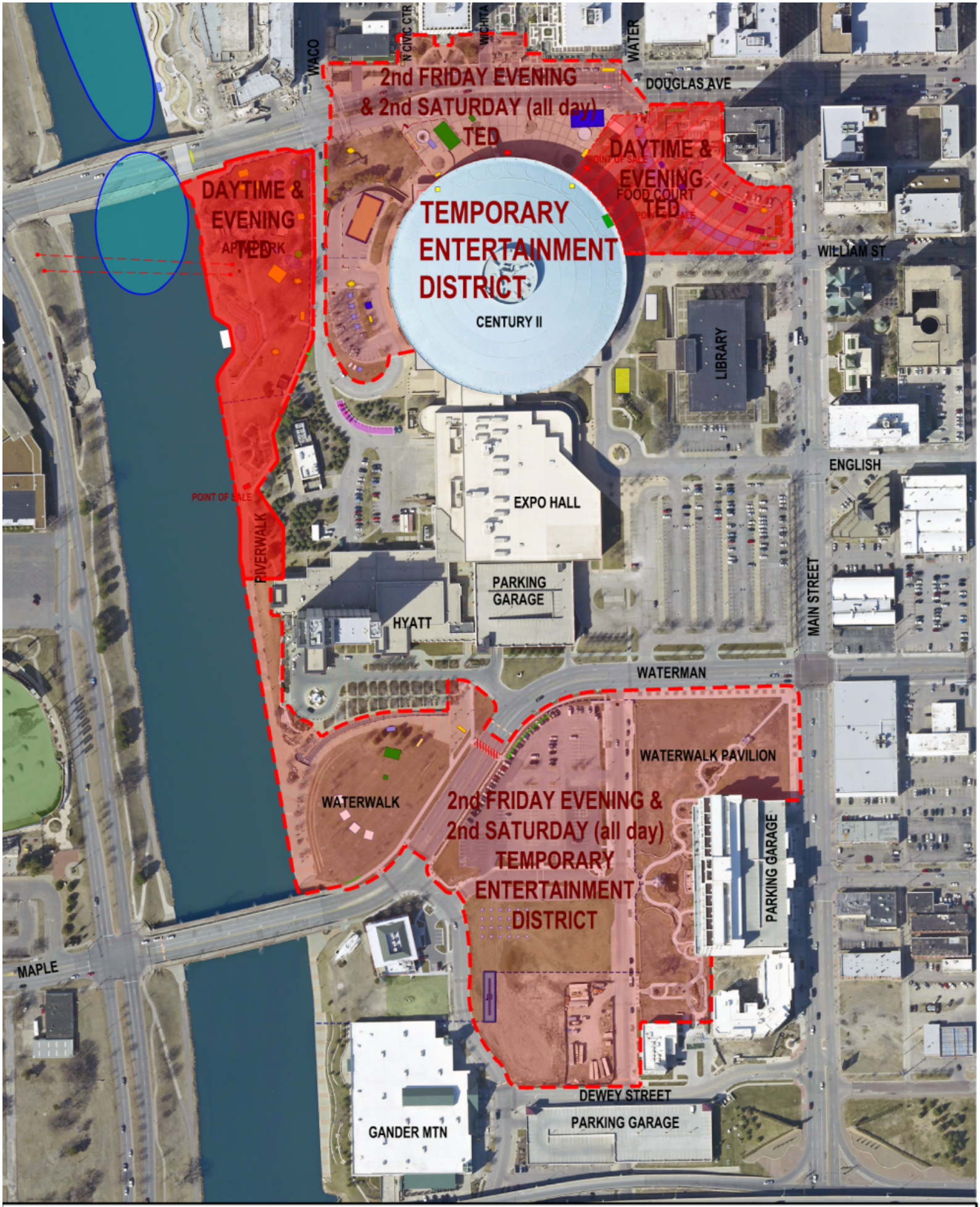
By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law



0 150 300 600

2013 RiverFestival TED MAP 2nd FRI & SAT

© WFI & SJCF ARCHITECTURE 25 APRIL 2013

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2013 RiverFestival TED MAP FRI - TUES

© WFI & SJCF ARCHITECTURE 25 APRIL 2013

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2013 RiverFestival TED MAP FRI - TUES

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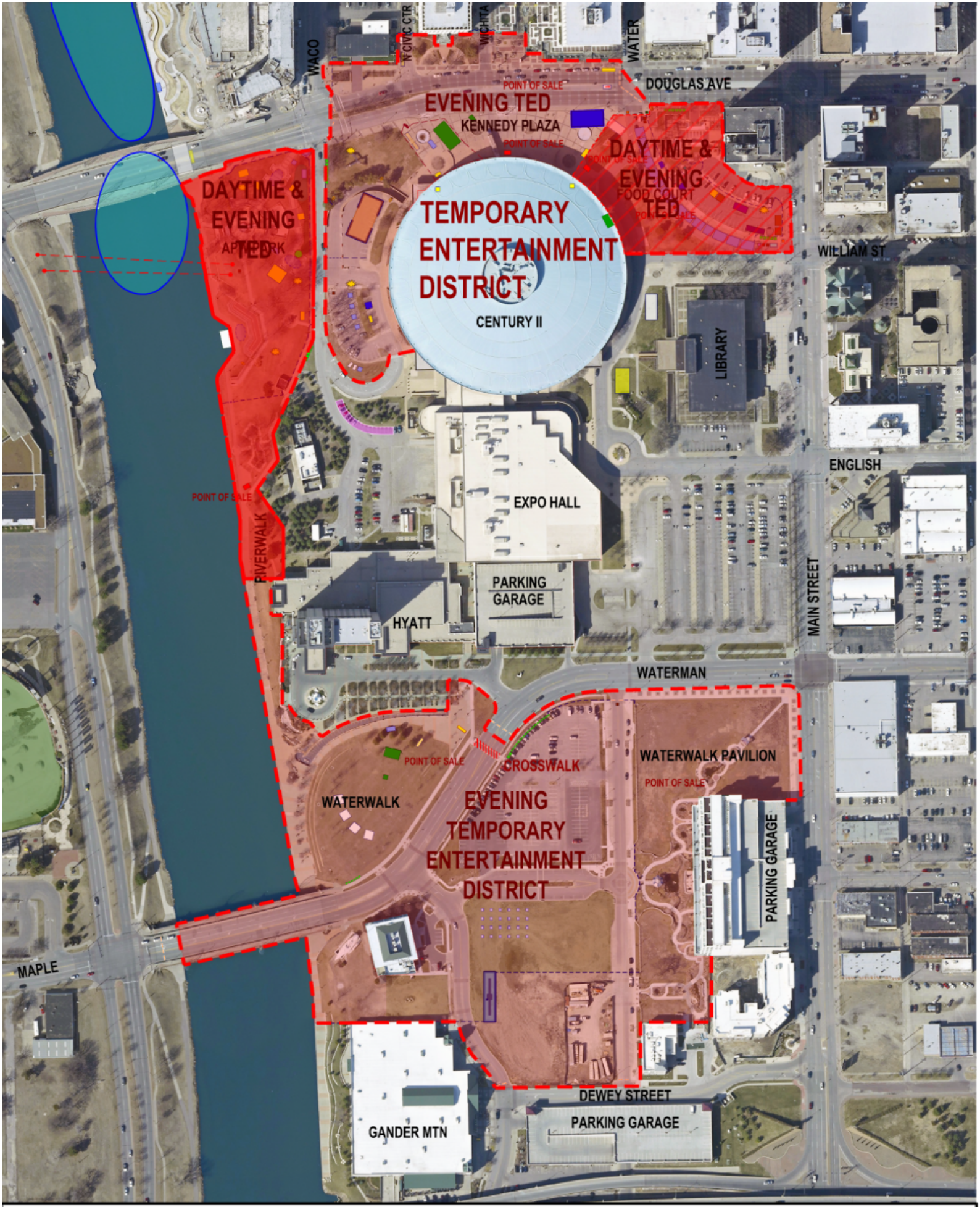

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2013 RiverFestival TED MAP Wed-Thurs

© WFI & SJCF ARCHITECTURE 25 APRIL 2013

Agenda Item No. II-11

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: Agreement for Golf Course Pro Shop Sales Services (Districts I, III, IV, V and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the contracts.

Background: The City currently operates five municipal golf courses. City staff performs all the maintenance functions at these courses. The Department of Park and Recreation manages clubhouse activities and retains City-employed PGA Certified golf professionals at the five golf courses. These agreements are with the golf professionals as lessees for pro shop sales services separate from their employment.

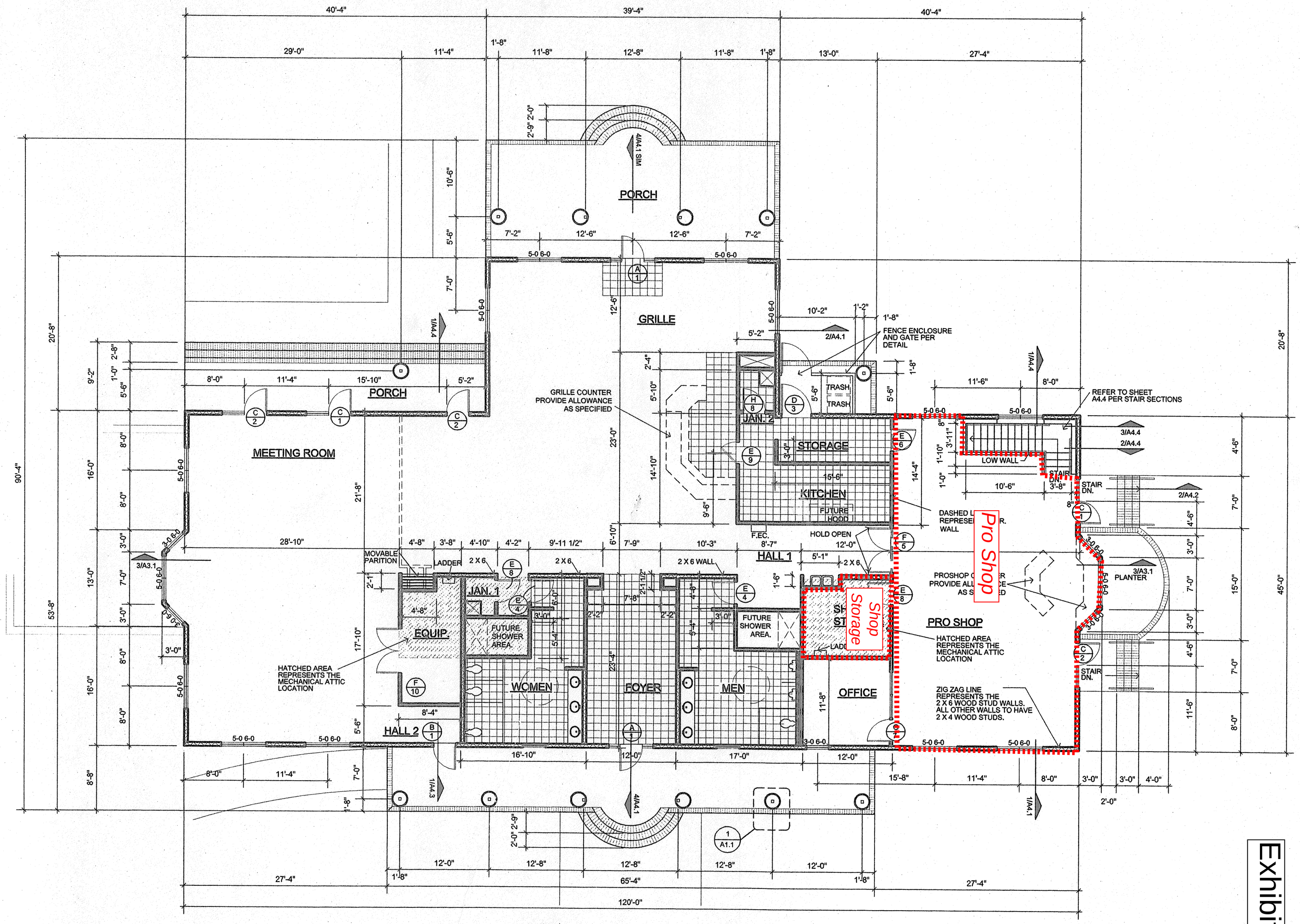
Analysis: The intent of the Department of Park and Recreation is to have the lessees responsible for stocking all golf-related sale items at these facilities. This removes all City liability for golf apparel and equipment and eliminates the need for inventory expenditure costs. Lessees will lease floor space at the clubhouses for five percent of its gross sales including lessons. The proposed agreement includes a 12-month term. The agreements were reviewed by the Board of Park Commissioners' Golf Advisory Committee and approved for 2013. The Golf Advisory Committee will be working with the Golf staff and members of the finance department, per the recommendations made by the City Manger in the response to the golf master plan, over the next several months to study pro shop operations and review the golf industry's best management practices in an effort to restructure pro shop operation or continue to allow Golf Pros to operate the shops for 2014.

Financial Considerations: Based on past performance these agreements will provide estimated additional revenue to the City of $11,000 annually.

Legal Considerations: The Law Department has reviewed and approved these contracts as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the contracts and 2) authorize all necessary signatures.

Attachments: Contracts



MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"

TRUE NORTH

PLAN NORTH

NOTES:

1. ALL INTERIOR WALLS ARE TO BE CONSTRUCTED OF WOOD STUDS AT 16" O.C. WITH ONE LAYER 5/8" GYP. BD. EACH SIDE. PROVIDE TYPE "X" GYP. BD. AT THE RATED PARTITION, SOUTH SIDE OF THE PROSHOP.
2. ALL RESTROOM AND OFFICE WALLS EXTEND TO GYP BD. CEIILING AT BOTTOM OF TRUSSES.
3. INSULATE ALL RESTROOM WALL WITH SOUND BATTS
4. RATED WALLS EXTEND TO ROOF DECK

Exhibit "A"

Auburn Hills Golf Course Clubhouse

AGREEMENT

FOR

GOLF COURSE PRO SHOP SALES SERVICES

AT

AUBURN HILLS GOLF COURSE

THIS AGREEMENT made and entered into January 1, 2013, between the City of Wichita, Kansas (hereinafter referred to as "City") and Troy Hendricks (hereinafter referred to as Lessee) pertaining to the AUBURN HILLS GOLF COURSE PRO SHOP, 443 S 135 St W, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from January 1, 2013 to December 31, 2013.

2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.

5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.

6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City, as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.

8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.

9. Audit Provisions. Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 98% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports inaccurate,

the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.

11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:

(a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than $500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.

(b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.

(c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

(d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

13. Default and Termination. The parties agree that this Agreement may be terminated at any time upon their mutual agreement.

In the event of Lessee's failure to comply with any of the terms, covenants, or conditions of this Agreement, other than as hereinafter provided for failure of payment and for accounting of funds lawfully due the City, this Agreement is cancelled without further action sixty (60) days after written notice by certified mail or personal delivery is given providing notice of an event of default by Lessee. Lessee has fifteen (15) days after written notice of the existence of such event of default to cure the same.

In the event Lessee fails to make a proper accounting of or fails to make any payment of funds to City as lawfully required, City may at its option cancel this Agreement upon five (5) days' written notice to Professional. Lessee shall have the right to cure such default within the five days unless the default involves a crime, dishonesty, or intentional misconduct by Lessee or by Lessee's agents, which should have been within the reasonable knowledge of Lessee. Provided, however, if the Lessee disputes the City's determination as to the amount of an accounting or payment, the Lessee may make such accounting or payment to the City under protest. In the event that it is determined that the City was in error, the City shall return any such funds erroneously collected together with interest at the rate earned on City general fund deposits.

In the event of bankruptcy (voluntary or involuntary), assignment by Lessee for the benefit of creditors, or receivership of Lessee's assets, this Agreement shall automatically and immediately be terminated except as to Lessee's liability for sums then due City.

Additionally, the right is reserved to either party to terminate this agreement at any time for convenience, upon one hundred and twenty (120) days' written notice to the other.

14. Buy Out. At the expiration or termination of this Agreement, if not renewed for an additional term, the City agrees to buy out all new pro shop merchandise of Professional purchased in 2012, verified by paid receipts, that Professional decides to sell. The City has the right to refuse to purchase any item that it determines is not in new condition. To determine a fair and reasonable buy-out price, a qualified person or persons (appraiser) shall be appointed upon the agreement of both parties to set the price. The City agrees to offer to Professional the price as reasonably determined by the appraiser. The cost of the appraiser shall be shared equally by Professional and City unless otherwise agreed by the parties.

15. Assignment. This Agreement is for services, is personal to the Lessee and shall not be assigned nor sold, nor will the premises be sublet in whole or in part without the written approval of the City.

16. Notice. All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

City:	Lessee:
Mr. Don Harrison Golf Course Manager City Hall 455 N Main Wichita, KS 67202	Mr. Troy Hendricks Auburn Hills Golf Course 443 S 135th St W Wichita, KS 67235

17. Nondiscrimination. Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.

18. 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 Agreement to create in the public or any member thereof third-party beneficiary status 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.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

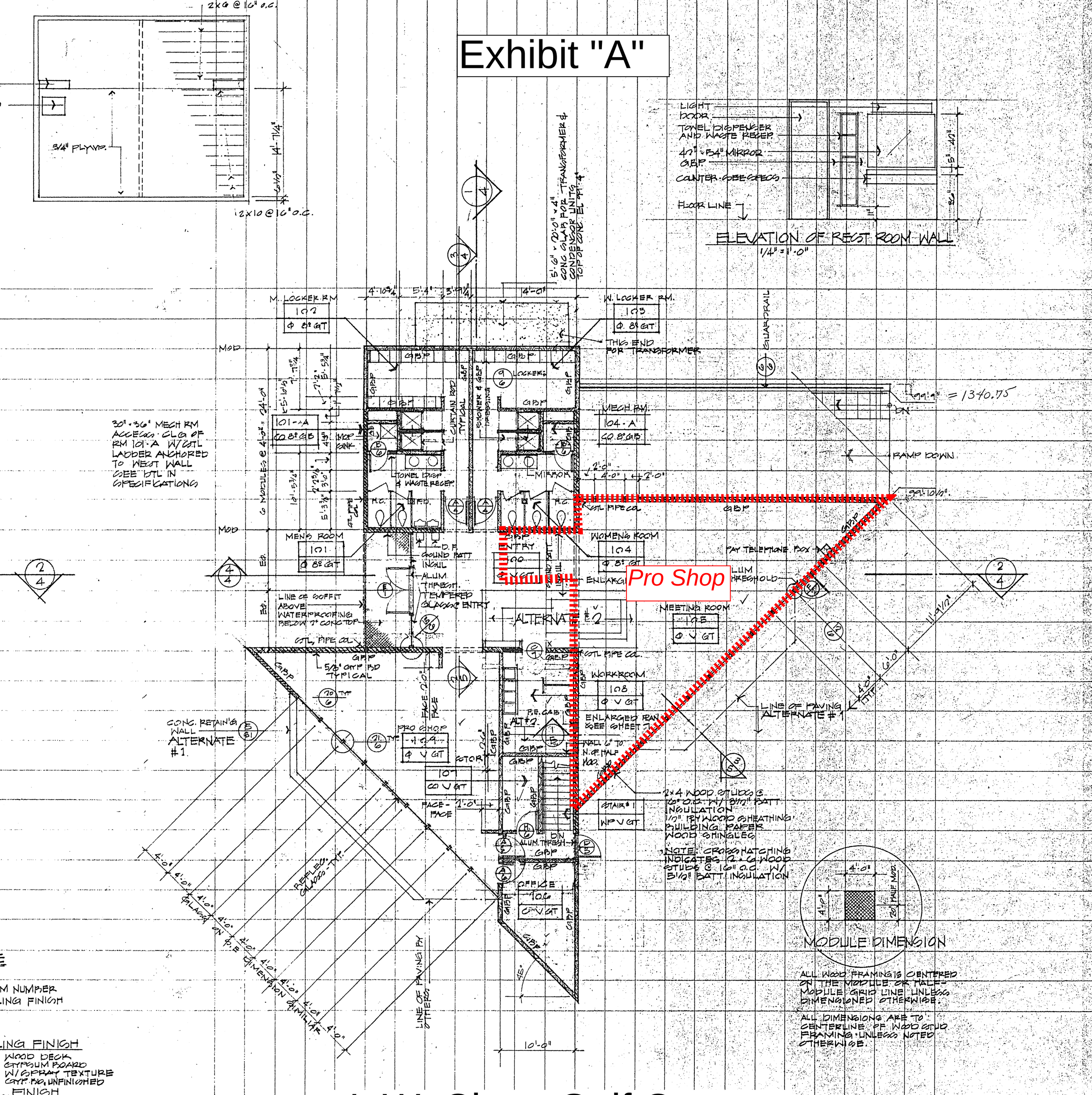
_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law and City Attorney

By _____
Troy Hendricks, "Lessee"

Exhibit "A"



L.W. Clapp Golf Course Clubhouse

AGREEMENT

FOR

GOLF COURSE PRO SHOP SALES SERVICES

AT

LW CLAPP GOLF COURSE

THIS AGREEMENT made and entered into April 1, 2013, between the City of Wichita, Kansas (hereinafter referred to as "City") and Michael Solomon (hereinafter referred to as Lessee) pertaining to the LW CLAPP GOLF COURSE PRO SHOP, 4611 E Harry, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from April 1, 2013 to December 31, 2013.

2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.

5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.

6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City, as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.

8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.

9. Audit Provisions. Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 98% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports inaccurate,

the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.

11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:

(a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than $500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.

(b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.

(c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

(d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

13. Default and Termination. The parties agree that this Agreement may be terminated at any time upon their mutual agreement.

In the event of Lessee's failure to comply with any of the terms, covenants, or conditions of this Agreement, other than as hereinafter provided for failure of payment and for accounting of funds lawfully due the City, this Agreement is cancelled without further action sixty (60) days after written notice by certified mail or personal delivery is given providing notice of an event of default by Lessee. Lessee has fifteen (15) days after written notice of the existence of such event of default to cure the same.

In the event Lessee fails to make a proper accounting of or fails to make any payment of funds to City as lawfully required, City may at its option cancel this Agreement upon five (5) days' written notice to Professional. Lessee shall have the right to cure such default within the five days unless the default involves a crime, dishonesty, or intentional misconduct by Lessee or by Lessee's agents, which should have been within the reasonable knowledge of Lessee. Provided, however, if the Lessee disputes the City's determination as to the amount of an accounting or payment, the Lessee may make such accounting or payment to the City under protest. In the event that it is determined that the City was in error, the City shall return any such funds erroneously collected together with interest at the rate earned on City general fund deposits.

In the event of bankruptcy (voluntary or involuntary), assignment by Lessee for the benefit of creditors, or receivership of Lessee's assets, this Agreement shall automatically and immediately be terminated except as to Lessee's liability for sums then due City.

Additionally, the right is reserved to either party to terminate this agreement at any time for convenience, upon one hundred and twenty (120) days' written notice to the other.

14. Buy Out. At the expiration or termination of this Agreement, if not renewed for an additional term, the City agrees to buy out all new pro shop merchandise of Professional purchased in 2012, verified by paid receipts, that Professional decides to sell. The City has the right to refuse to purchase any item that it determines is not in new condition. To determine a fair and reasonable buy-out price, a qualified person or persons (appraiser) shall be appointed upon the agreement of both parties to set the price. The City agrees to offer to Professional the price as reasonably determined by the appraiser. The cost of the appraiser shall be shared equally by Professional and City unless otherwise agreed by the parties.

15. Assignment. This Agreement is for services, is personal to the Lessee and shall not be assigned nor sold, nor will the premises be sublet in whole or in part without the written approval of the City.

16. Notice. All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

City:	Lessee:
Mr. Don Harrison Golf Course Manager City Hall 455 N Main Wichita, KS 67202	Mr. Michael Solomon LW Clapp Golf Course 4611 E Harry Wichita, KS 67218

17. Nondiscrimination. Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.

18. 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 Agreement to create in the public or any member thereof third-party beneficiary status 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.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

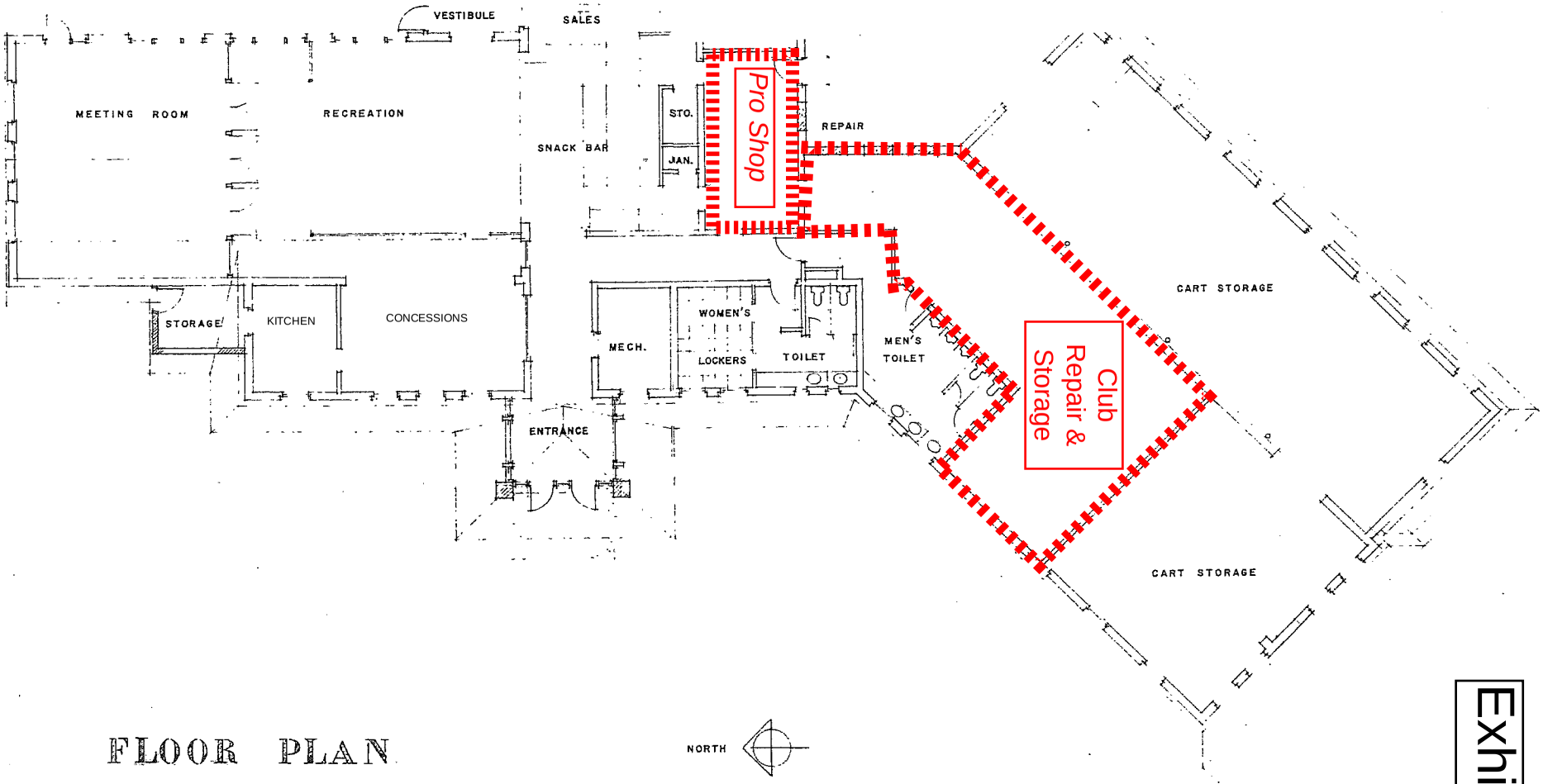
ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law and City Attorney

By _____
Michael Solomon, "Lessee"



MacDonald Golf Course
Clubhouse

Exhibit "A"

AGREEMENT

FOR

GOLF COURSE PRO SHOP SALES SERVICES

AT

MACDONALD GOLF COURSE

THIS AGREEMENT made and entered into January 1, 2013, between the City of Wichita, Kansas (hereinafter referred to as "City") and Thomas Monahan (hereinafter referred to as Lessee) pertaining to the MACDONALD GOLF COURSE PRO SHOP, 840 N Yale, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from January 1, 2013 to December 31, 2013.

2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.

5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.

6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City, as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.

8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.

9. Audit Provisions. Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 98% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports inaccurate,

the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.

11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:

(a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than $500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.

(b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.

(c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

(d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

13. Default and Termination. The parties agree that this Agreement may be terminated at any time upon their mutual agreement.

In the event of Lessee's failure to comply with any of the terms, covenants, or conditions of this Agreement, other than as hereinafter provided for failure of payment and for accounting of funds lawfully due the City, this Agreement is cancelled without further action sixty (60) days after written notice by certified mail or personal delivery is given providing notice of an event of default by Lessee. Lessee has fifteen (15) days after written notice of the existence of such event of default to cure the same.

In the event Lessee fails to make a proper accounting of or fails to make any payment of funds to City as lawfully required, City may at its option cancel this Agreement upon five (5) days' written notice to Professional. Lessee shall have the right to cure such default within the five days unless the default involves a crime, dishonesty, or intentional misconduct by Lessee or by Lessee's agents, which should have been within the reasonable knowledge of Lessee. Provided, however, if the Lessee disputes the City's determination as to the amount of an accounting or payment, the Lessee may make such accounting or payment to the City under protest. In the event that it is determined that the City was in error, the City shall return any such funds erroneously collected together with interest at the rate earned on City general fund deposits.

In the event of bankruptcy (voluntary or involuntary), assignment by Lessee for the benefit of creditors, or receivership of Lessee's assets, this Agreement shall automatically and immediately be terminated except as to Lessee's liability for sums then due City.

Additionally, the right is reserved to either party to terminate this agreement at any time for convenience, upon one hundred and twenty (120) days' written notice to the other.

14. Buy Out. At the expiration or termination of this Agreement, if not renewed for an additional term, the City agrees to buy out all new pro shop merchandise of Professional purchased in 2012, verified by paid receipts, that Professional decides to sell. The City has the right to refuse to purchase any item that it determines is not in new condition. To determine a fair and reasonable buy-out price, a qualified person or persons (appraiser) shall be appointed upon the agreement of both parties to set the price. The City agrees to offer to Professional the price as reasonably determined by the appraiser. The cost of the appraiser shall be shared equally by Professional and City unless otherwise agreed by the parties.

15. Assignment. This Agreement is for services, is personal to the Lessee and shall not be assigned nor sold, nor will the premises be sublet in whole or in part without the written approval of the City.

16. Notice. All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

City:	Lessee:
Mr. Don Harrison Golf Course Manager City Hall 455 N Main Wichita, KS 67202	Mr. Thomas Monahan MacDonald Golf Course 840 N Yale Wichita, KS 67208

17. Nondiscrimination. Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.

18. 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 Agreement to create in the public or any member thereof third-party beneficiary status 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.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

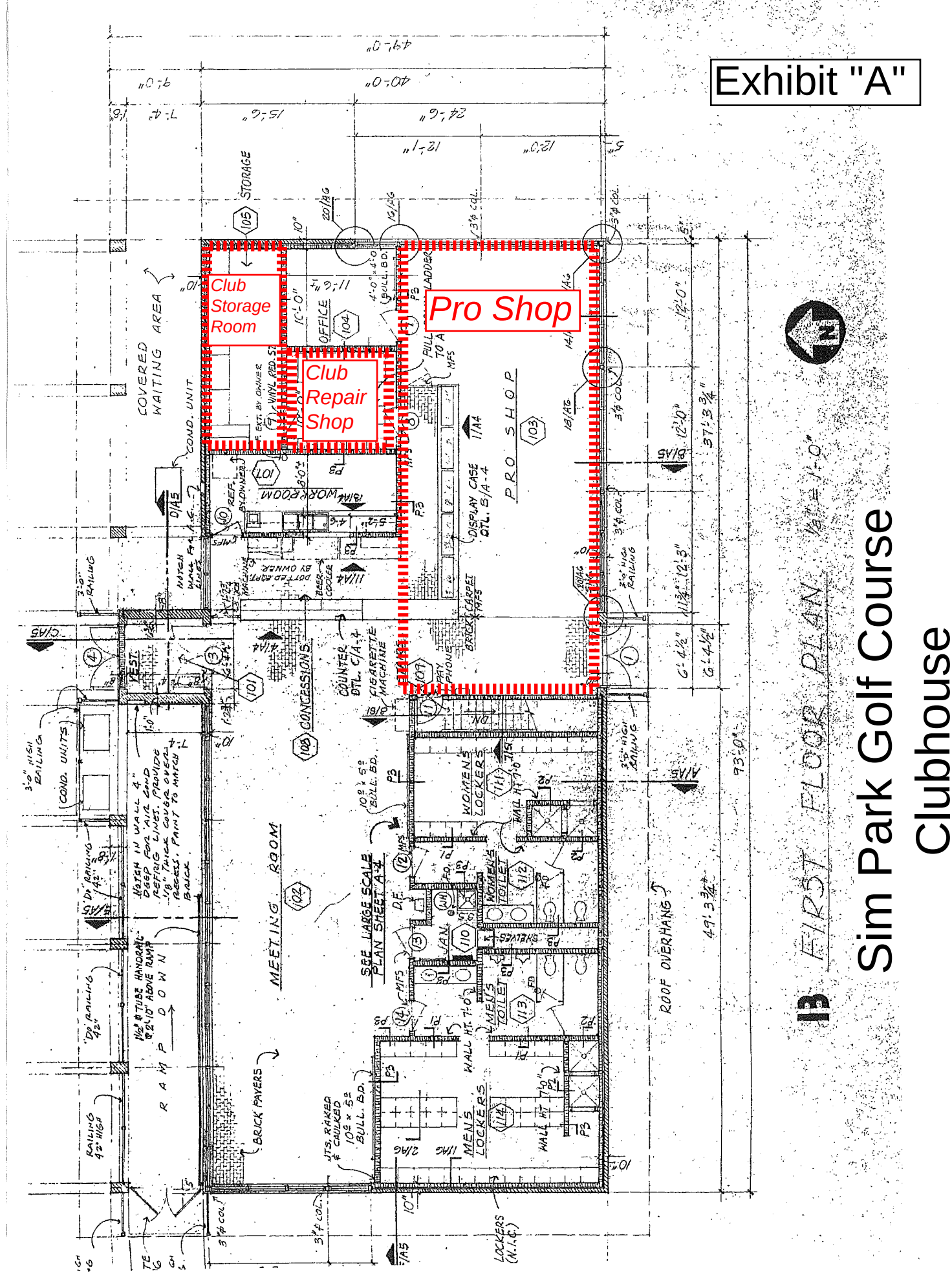
_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law and City Attorney

By _____
Thomas Monahan, "Lessee"

Exhibit "A"



Sim Park Golf Course
Clubhouse

AGREEMENT

FOR

GOLF COURSE PRO SHOP SALES SERVICES

AT

SIM PARK GOLF COURSE

THIS AGREEMENT made and entered into January 1, 2013, between the City of Wichita, Kansas (hereinafter referred to as "City") and Edwin Goyne (hereinafter referred to as Lessee) pertaining to the SIM PARK GOLF COURSE PRO SHOP, 2020 W Murdock, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from January 1, 2013 to December 31, 2013.

2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.

5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.

6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City, as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.

8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.

9. Audit Provisions. Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 98% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports inaccurate,

the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.

11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:

(a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than $500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.

(b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.

(c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

(d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

13. Default and Termination. The parties agree that this Agreement may be terminated at any time upon their mutual agreement.

In the event of Lessee's failure to comply with any of the terms, covenants, or conditions of this Agreement, other than as hereinafter provided for failure of payment and for accounting of funds lawfully due the City, this Agreement is cancelled without further action sixty (60) days after written notice by certified mail or personal delivery is given providing notice of an event of default by Lessee. Lessee has fifteen (15) days after written notice of the existence of such event of default to cure the same.

In the event Lessee fails to make a proper accounting of or fails to make any payment of funds to City as lawfully required, City may at its option cancel this Agreement upon five (5) days' written notice to Professional. Lessee shall have the right to cure such default within the five days unless the default involves a crime, dishonesty, or intentional misconduct by Lessee or by Lessee's agents, which should have been within the reasonable knowledge of Lessee. Provided, however, if the Lessee disputes the City's determination as to the amount of an accounting or payment, the Lessee may make such accounting or payment to the City under protest. In the event that it is determined that the City was in error, the City shall return any such funds erroneously collected together with interest at the rate earned on City general fund deposits.

In the event of bankruptcy (voluntary or involuntary), assignment by Lessee for the benefit of creditors, or receivership of Lessee's assets, this Agreement shall automatically and immediately be terminated except as to Lessee's liability for sums then due City.

Additionally, the right is reserved to either party to terminate this agreement at any time for convenience, upon one hundred and twenty (120) days' written notice to the other.

14. Buy Out. At the expiration or termination of this Agreement, if not renewed for an additional term, the City agrees to buy out all new pro shop merchandise of Professional purchased in 2012, verified by paid receipts, that Professional decides to sell. The City has the right to refuse to purchase any item that it determines is not in new condition. To determine a fair and reasonable buy-out price, a qualified person or persons (appraiser) shall be appointed upon the agreement of both parties to set the price. The City agrees to offer to Professional the price as reasonably determined by the appraiser. The cost of the appraiser shall be shared equally by Professional and City unless otherwise agreed by the parties.

15. Assignment. This Agreement is for services, is personal to the Lessee and shall not be assigned nor sold, nor will the premises be sublet in whole or in part without the written approval of the City.

16. Notice. All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

City:	Lessee:
Mr. Don Harrison Golf Course Manager City Hall 455 N Main Wichita, KS 67202	Mr. Edwin Goyne Sim Park Golf Course 2020 W Murdock Wichita, KS 67203

17. Nondiscrimination. Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.

18. 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 Agreement to create in the public or any member thereof third-party beneficiary status 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.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

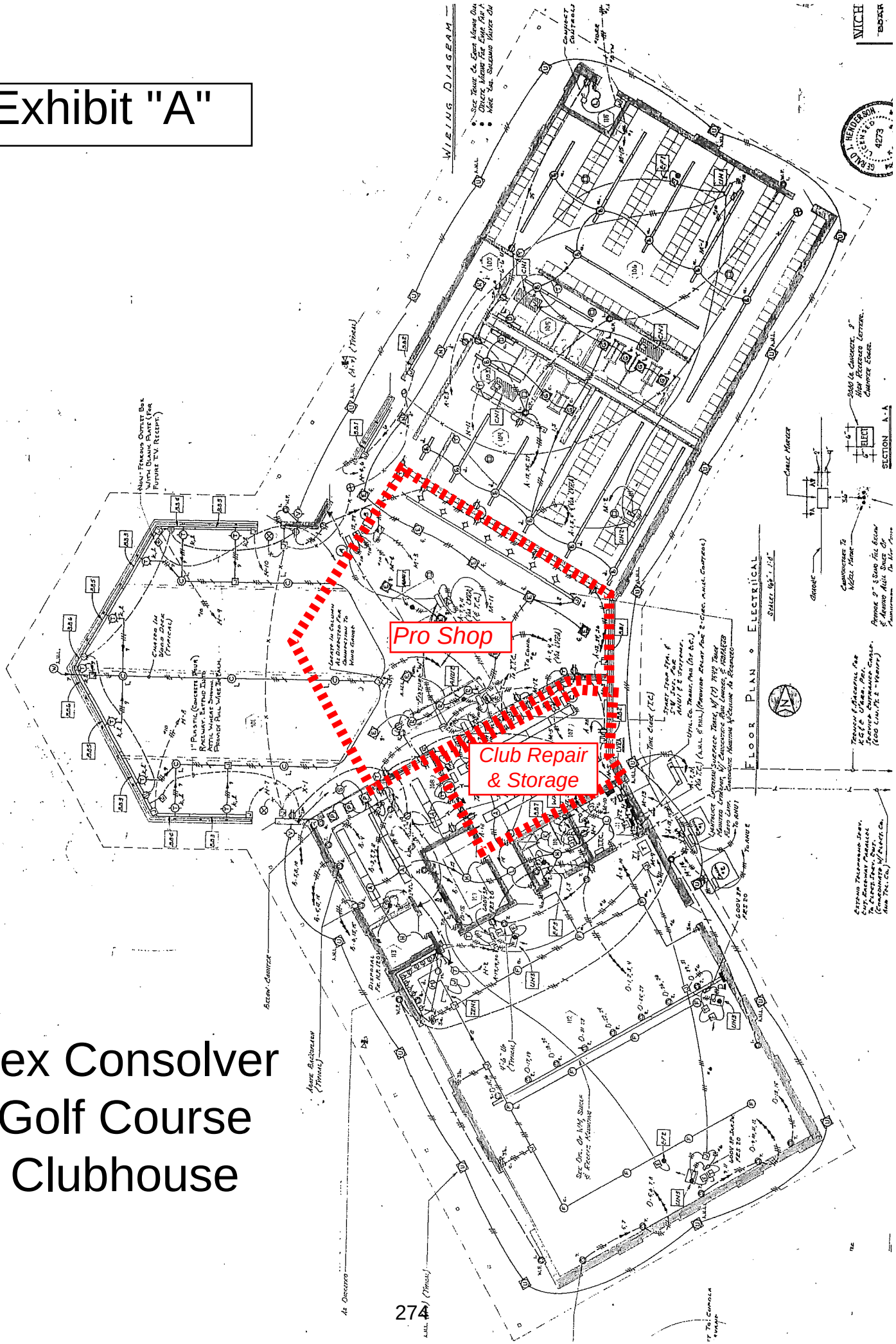
_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law and City Attorney

By _____
Edwin Goyne, "Lessee"

Exhibit "A"



Tex Consolver Golf Course Clubhouse

AGREEMENT

FOR

GOLF COURSE PRO SHOP SALES SERVICES

AT

TEX CONSOLVER GOLF COURSE

THIS AGREEMENT made and entered into January 1, 2013, between the City of Wichita, Kansas (hereinafter referred to as "City") and Steven Blaske (hereinafter referred to as Lessee) pertaining to the TEX CONSOLVER GOLF COURSE PRO SHOP, 1931 S Tyler, Wichita, Kansas (hereinafter referred to as "Pro Shop").

WITNESSETH:

WHEREAS, The City of Wichita is authorized to contract for services to provide golf equipment sales and golf related services; and

WHEREAS, Lessee has demonstrated ability in furnishing golf course pro shop sales service to golf course patrons which would be of value to the City; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the City to the Lessee in exchange for the consideration to be paid and services to be rendered by the Lessee for said rights, privileges, and covenants as are hereinafter set forth;

NOW, THEREFORE, in consideration of the rights and obligations established in this Agreement, the City grants to Lessee the exclusive privilege of operating the pro shop sales business at the Golf Course and Lessee agrees to provide golf course pro shop sales services to customers of the Pro Shop, all in accordance with the terms of this Agreement:

1. Term. The term of this Agreement shall be from January 1, 2013 to December 31, 2013.

2. Pro Shop Operator. Lessee is designated as the Pro Shop Operator. Golf Course Pro Shop sales services shall include, but not be limited to, merchandising a complete inventory of golf equipment, golf equipment repair, club fitting, teaching and training and all other services ordinarily rendered

and provided by the Pro Shop at a well-conducted golf course. Lessee shall bear the economic risks of conducting the business of the Pro Shop.

3. Leased Premises. The City shall lease to, and Lessee shall have use of that portion of the Clubhouse designated as the pro shop, club repair shop, and club storage room, identified in the attached floor plan (Exhibit A). Lessee agrees that the Leased Premises shall be used only for the functions and activities for which they are designated as determined by the City. Further, Lessee agrees that the Leased Premises shall not be used for any illegal or ultra hazardous activities. In the event that any portion of the Leased Premises becomes subject to state *ad valorem* property taxation as a result of Lessee's rights or use of the Leased Premises under this Agreement, Lessee shall be obligated to pay all such property taxes.

The provisions of this Agreement are to be interpreted as granting the Lessee the right to exercise independent judgment and the right to use his or her own methods in the provision of services subject only to the requirements of this Agreement on the results and work product sought by the City and to be reflected in the services provided to the public.

4. Hours of Operation. Lessee agrees to open the Pro Shop for business each day in accordance with the schedule of days and hours as established for the clubhouse.

5. Operating Standards and Maintenance. Lessee agrees to maintain the Leased Premises in a clean, sanitary, and aesthetically attractive condition. Lessee agrees to do no remodeling nor install any permanent fixtures or additions to the Leased Premises without first submitting a detailed written request and plan and obtaining written approval from the City.

6. Fees and Charges. Lessee agrees that all transactions involving Pro Shop sales and services, including lessons shall be recorded through the accounting system provided by the City and be deposited in City accounts daily. Lessee shall account for such transactions under the procedures set forth in this Agreement and as may be further directed in writing by the City.

The City shall reimburse to Lessee all fees, charges and income received from the provision of services and sale of goods under this Agreement on a weekly basis. Lessee shall remit

to the City, as a lease payment, 5% of all gross sales on both goods and services, excluding state sales taxes, on a monthly basis. Lessee shall establish all fees and charges for goods and services subject to the right of the City to review such fees and charges for reasonableness.

7. Sale of Merchandise. Lessee is granted the exclusive right to sell golf-related equipment, apparel, and other merchandise at the Golf Course. Lessee shall assume any and all liability in the sale of such merchandise and shall be entitled to retain all income from such sale, subject only to the lease agreement and reporting requirements of this Agreement. All sales shall be conducted in accordance with all local, state, and Federal laws and regulations.

8. Sales Tax. Lessee agrees to establish a sole proprietorship, corporation, or LLC and establish a tax identification number with the State of Kansas. The Lessee agrees to pay all sales tax associated with all Pro Shop sales and submit to the City on a quarterly basis record of said payment.

9. Audit Provisions. Lessee agrees to keep complete and accurate books and records of all receipts of fees and charges and all income and expenses of all items of merchandise and professional services covered by this Agreement. The City or its authorized representative shall have the right to periodically audit the books and records of the Lessee to verify that fees have been correctly computed and paid and reports of income and expenditure correctly made. If any such audit should disclose that the Lessee has paid 98% or less of the payments due to the City for any year or if the audit discloses that reports of income and expenditures are substantially inaccurate or misleading according to generally accepted accounting standards, procedures, and principles the Lessee agrees to reimburse the City for any reasonable costs. If the Lessee disputes the audit findings of the City, the Lessee may request a review of part or all of the audit by a third party mutually agreeable to the City and the Lessee. If such review determines the audit of the City to be substantially in error, the City shall pay the cost of such review, otherwise the Lessee shall pay for the cost of such review. In the event that payments are found to be incorrect or reports inaccurate,

the Lessee shall provide appropriate true-up payments within 15 days or corrected reports within 30 days of the deficiency.

10. Federal and State Income, Self-Employment and Payroll Taxes. Lessee shall be responsible for all federal and state taxes, including all payroll taxes, F.I.C.A., F.U.T.A., self-employment tax, estimated tax payments and/or withholding due to the federal or any state government in relation to income derived by Lessee under this Agreement and any compensation provided by Lessee to its employees in connection with the performance of this Agreement.

11. Insurance. Lessee shall, at his/her own expense, procure and at all times during the terms of this Agreement and extensions thereof maintain insurance with one or more companies permitted to do business in the State of Kansas, and as reasonably approved by the City, which shall include the following minimum coverages:

(a) Comprehensive general liability insurance including death, bodily injury, and property damage coverage with respect to any suit or claim of any kind or nature arising out of the use of the Pro Shop or the consumption or use of any goods sold or rented under the provisions of this Agreement, which shall name the City of Wichita as an additional insured and shall have limits of not less than $500,000 per occurrence, or such other amount as is established by the Kansas Legislature as the maximum amount for which a municipality can be held liable under the Kansas Tort Claims Act. Such insurance shall include (a) broad form contractual liability insurance and (b) products and completed operations liability insurance.

(b) Lessee shall keep the contents of the Leased Premises and personal property of the Lessee insured at all times against loss or damage by theft, fire, lightning, and other risks covered by broadest form extended coverage insurance endorsement then in use in the State of Kansas in an amount to cover the loss.

(c) Lessee and City waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this subparagraph or any

other property insurance purchased by either party, to the extent that such waiver does not void or reduce the available coverage.

(d) All policies and certificates of renewal covering the aforesaid insurance shall be subject to the approval of the City. Copies of all such insurance policies shall be filed with the City and shall be endorsed to require the insurer to furnish the City written notice of any cancellation of or material changes in such policies equal to that to which Lessee is entitled under the policy.

Lessee may at his/her own expense, carry such other insurance in his/her own name, as he/she may deem desirable. Lessee must report to the City in writing, using a report form furnished by the City, all incidents of injury or property damage occurring as a result of pro shop sales and service activity.

12. Indemnity and Hold Harmless. Lessee shall protect, indemnify, and save harmless the City from and against any and all losses, damages, and claims, for personal injury, property damage, or otherwise which may be incurred by the City or asserted against it, arising out of the use and occupancy of the Pro Shop by Lessee, his/her sub/lessees, employees, invitees or permittees, or the consumption or use of any goods sold or rented under the provisions of this Agreement, or in any manner arising out of a breach or default in the performance of the Agreement by Lessee whether such losses, damages, or claims shall occur on or outside of the Leased Premises, except to the extent caused by the negligence of the City.

Further, Lessee shall protect and indemnify the City against, and shall reimburse the City for, all liabilities incurred by the City as a result, in whole or in part, of Lessee's failure to perform its obligations with respect to insurance or payment of taxes, as well as any tax liabilities (including related interest and penalties) that may be incurred by the City if Lessee is required to be reclassified as an "employee" of the City in the performance of Lessee's services under this Agreement, for federal or state tax purposes. Lessee also agrees to execute appropriate forms to allow tax auditors to disclose to the City, pursuant to 26 U.S.C. section 6103(c) or (e), the Lessee's

tax reporting of income earned under this agreement for any period in which a classification issue is raised in a tax audit of the City's payroll tax matters.

The Lessee shall investigate and submit to the City in timely fashion a written report on any claims for damages that may be reported to the Lessee by individuals or the City.

13. Default and Termination. The parties agree that this Agreement may be terminated at any time upon their mutual agreement.

In the event of Lessee's failure to comply with any of the terms, covenants, or conditions of this Agreement, other than as hereinafter provided for failure of payment and for accounting of funds lawfully due the City, this Agreement is cancelled without further action sixty (60) days after written notice by certified mail or personal delivery is given providing notice of an event of default by Lessee. Lessee has fifteen (15) days after written notice of the existence of such event of default to cure the same.

In the event Lessee fails to make a proper accounting of or fails to make any payment of funds to City as lawfully required, City may at its option cancel this Agreement upon five (5) days' written notice to Professional. Lessee shall have the right to cure such default within the five days unless the default involves a crime, dishonesty, or intentional misconduct by Lessee or by Lessee's agents, which should have been within the reasonable knowledge of Lessee. Provided, however, if the Lessee disputes the City's determination as to the amount of an accounting or payment, the Lessee may make such accounting or payment to the City under protest. In the event that it is determined that the City was in error, the City shall return any such funds erroneously collected together with interest at the rate earned on City general fund deposits.

In the event of bankruptcy (voluntary or involuntary), assignment by Lessee for the benefit of creditors, or receivership of Lessee's assets, this Agreement shall automatically and immediately be terminated except as to Lessee's liability for sums then due City.

Additionally, the right is reserved to either party to terminate this agreement at any time for convenience, upon one hundred and twenty (120) days' written notice to the other.

14. Buy Out. At the expiration or termination of this Agreement, if not renewed for an additional term, the City agrees to buy out all new pro shop merchandise of Professional purchased in 2012, verified by paid receipts, that Professional decides to sell. The City has the right to refuse to purchase any item that it determines is not in new condition. To determine a fair and reasonable buy-out price, a qualified person or persons (appraiser) shall be appointed upon the agreement of both parties to set the price. The City agrees to offer to Professional the price as reasonably determined by the appraiser. The cost of the appraiser shall be shared equally by Professional and City unless otherwise agreed by the parties.

15. Assignment. This Agreement is for services, is personal to the Lessee and shall not be assigned nor sold, nor will the premises be sublet in whole or in part without the written approval of the City.

16. Notice. All notices provided for in this Agreement shall be in writing and mailed by registered or certified mail or by express carrier such as Federal Express, postage prepaid, to the following addresses until such time as written notice of a change in address is given the other party:

City:	Lessee:
Mr. Don Harrison Golf Course Manager City Hall 455 N Main Wichita, KS 67202	Mr. Steven Blaske Tex Consolver Golf Course 1931 S Tyler Rd Wichita, KS 67209

17. Nondiscrimination. Lessee will not permit discrimination against any person in the use of occupancy of the Leased Premises on the grounds of race, color, sex, religion, national origin, ancestry, disability, or age, except where age is a bona fide occupational qualification, and in addition, Lessee shall comply with City's Affirmative Action Program as set forth in Exhibit "A" attached hereto.

18. 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 Agreement to create in the public or any member thereof third-party beneficiary status 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.

19. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

20. Kansas Law to Govern. This Agreement is entered into under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law and City Attorney

By _____
Steven Blaske, "Lessee"

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council Members

SUBJECT: Wichita Pedestrian Master Plan Contract (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures.

Background: On April 16, 2013, the City Council approved a Wichita Bicycle and Pedestrian Projects Memorandum of Understanding (MOU) between the YMCA, acting as the fiscal agent for the Health and Wellness Coalition of Wichita, and the City. The MOU's purpose is to support projects that make it easier, safer, and more convenient for people to walk and bike within the City. The projects identified in the MOU will help implement the Wichita Bicycle Master Plan and include the creation of a Pedestrian Master Plan.

A Request for Proposals was sent to local, regional, and national vendors on March 12, 2013. A total of four teams responded. A City of Wichita Staff Screening and Selection Committee (Selection Committee) reviewed and analyzed the written proposals. The Selection Committee selected two (2) teams for interviews, based on their experience and proposed services.

Each of the two teams made a presentation to the Selection Committee over the phone, accompanied by a webinar or PowerPoint. During and following the presentations, the Selection Committee asked questions of the two teams. After the conclusion of the interviews, the Selection Committee discussed the merits of each proposal and then voted individually. After thorough consideration, the Selection Committee recommended the team led by the Toole Design Group to develop the Wichita Pedestrian Master Plan.

Analysis: The strengths of the Toole Design Group team that led to the recommendation by the Selection Committee are:

- Impressive experience developing pedestrian specific plans for numerous cities and communities throughout the U.S.; and
- Concise and clear proposed work process.

Toole Design Group is a transportation planning and design firm of planners, engineers, landscape architects, and GIS specialists. The Toole Design Group has assisted with the development of pedestrian plans for various communities, including: San Antonio-Bexar County, Texas; Louisville, Kentucky; and Charlotte, North Carolina. The team assembled by Toole Design Group and their roles in the development of the plan are:

- Toole Design Group – project lead
- TranSystems - data collection and GIS information

Financial Considerations: The cost of the contract with the Toole Design Team to develop the Wichita Pedestrian Master Plan is $178,433 (detailed in the attached Contract for Professional Services). The MOU identifies $190,000 of YMCA / Health and Wellness Coalition of Wichita funding to provide reimbursement for the costs of developing the Wichita Pedestrian Master Plan. City staff recommends that the City utilize the MOU funding to reimburse 100% of the recommended contract. In addition, staff recommends that the City Council authorize the use of the remaining $11,567 of the Health and Wellness Coalition funds to reimburse any printing, publishing, advertising and other costs related to the development of the Wichita Pedestrian Master Plan.

Legal Considerations: The Contract for Professional Services between the City of Wichita and Toole Design Group for the preparation of the Wichita Pedestrian Master Plan has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the contract for professional services with Toole Design Group for the preparation of the Wichita Pedestrian Master Plan; authorize the necessary signatures; authorize the use of $178,433 of the funding from the City of Wichita and YMCA Wichita Bicycle and Pedestrian Projects MOU to reimburse the City for contract expenses; and authorize the use of the remaining $11,567 from the MOU to reimburse any other costs related to the development of the Wichita Pedestrian Master Plan.

Attachments: Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES
Wichita Pedestrian Master Plan

THIS AGREEMENT, made and entered into this 14th day of May 2013,

BY AND BETWEEN THE CITY OF WICHITA, KANSAS, A Municipal Corporation, hereinafter referred to as "**CITY**"

AND Toole Design Group, LLC hereinafter referred to as "**CONSULTANT**"

WHEREAS, the **CITY** desires to obtain professional services to prepare the Wichita Pedestrian Master Plan, hereinafter referred to as the "**PROJECT**", and

WHEREAS, the **CITY** is authorized by law to employ professional services to prepare specialized studies related to planning, transportation, and related disciplines and

WHEREAS, the **CONSULTANT** has submitted a proposal in response to the **CITY'S** Request for Proposal No. FP340015, dated April 3, 2013 (see **Exhibit "A"**), offering to provide professional services to the **CITY** to complete the **PROJECT**, and has been interviewed among other firms, by the **CITY** Staff Screening and Selections Committee, and:

WHEREAS the **CONSULTANT** has demonstrated the knowledge and experience to undertake the **PROJECT** on behalf of the **CITY,**

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto mutually agree as follows:

I. PURPOSE:

The **CITY** employs the **CONSULTANT** and the **CONSULTANT** agrees to undertake the **PROJECT** as hereinafter set forth.

II. SCOPE OF SERVICES:

The **CONSULTANT** shall provide the services as set out in **Exhibit "B"**, a copy of which is attached hereto and which is incorporated herein by reference. The **CONSULTANT'S** services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

III. THE CONSULTANT AGREES

A. To provide the various technical and professional services to perform the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**), REQUEST FOR PROPOSAL NO. FP340015 (**Exhibit "A"**), and DELIVERABELS AND INVOICE FEES (**Exhibit "D"**).

B. To attend meetings with the **CITY** and other individuals and agencies as specified in **Exhibit's "A", "B", "C", and "D".**

C. To make available during regular office hours within a reasonable amount of time from the initial request, all work such as the **CITY** may wish to examine periodically during performance of this Agreement.

D. To save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions or negligent acts of the **CONSULTANT**, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the **CONSULTANT** and, where relevant to method of payment, to make such material available to the **CITY** within a reasonable amount of time from the initial request.

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

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V Payment Provisions, and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**).

H. To complete the services to be performed by the **CONSULTANT** for the **PROJECT** in accordance with Article VI, Time of Completion; EXCEPT that the **CONSULTANT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **CITY** or other agencies, or for other unavoidable delays beyond the control of the

CONSULTANT, provided, however, that the **CONSULTANT** shall request extensions, in writing, giving the reasons therefore.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **CONSULTANT** under this Agreement. The **CONSULTANT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **CONSULTANT**, its agents, employees and subconsultants, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions to the extent that is possible based on the accuracy of the data or information obtained from the CITY or other agencies.

J. The **CONSULTANT** shall procure and maintain such professional liability insurance as will protect the **CONSULTANT** from damages resulting from the negligent acts of the **CONSULTANT**, its officers, employees and subconsultants in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $100,000.00 per claim and annual aggregate.

   In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall be not less than: Worker's Compensation - Statutory Employer's Liability $500,000 each occurrence.

   Further, a comprehensive general liability policy shall be procured and maintained by the **CONSULTANT** that shall be written in a comprehensive form and shall protect the **CONSULTANT** against all claims arising from injuries to persons (other than the **CONSULTANT'S** employees) or damage to property of the **CITY** or others arising out of any negligent act or omission of the **CONSULTANT**, its agents, officers, employees or subconsultants in the performance of the professional services under this Agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage and shall name the **CITY** as additional insured. Satisfactory Certificates of Insurance shall be filed with the **CITY** before the time the **CONSULTANT** starts any work under this Agreement.

K. To request, in writing no less than 30 days in advance, any change of key staff assigned to the **PROJECT** as designated in the SCOPE OF SERVICES (**Exhibit "B"**). Such request shall include the name(s) and contact information for the specific staff member(s) proposed to be assigned to the **PROJECT**, their proposed role in the **PROJECT**, and a detailed resume listing their individual work experience in this role on similar projects. The **CITY** reserves the right not to approve requested changes of staff assigned to the project, to negotiate with the **CONSULTANT** for changes suitable to the **CITY** to ensure equal performance the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**) and REQUEST FOR PROPOSAL NO. FP340015 (**Exhibit "A"**), or to terminate this contract pursuant to Article VII.

L. The **CONSULTANT'S** designated Project Manager shall coordinate all aspects of this **PROJECT** through the **CITY** Project Manager. Any requests from other individuals or agencies, which would affect the **CONSULTANT'S** time or expense relative to this **PROJECT**, shall be approved by the **CITY** Project Manager.

IV. THE CITY AGREES:

A. To furnish all available data pertaining to the **PROJECT** now in the **CITY'S** files at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**. The **CONSULTANT** shall be entitled to rely on the accuracy and completeness of the information provided by the **CITY**.

B. To provide standards as required for the **PROJECT**.

C. To pay the **CONSULTANT** for services and reimbursable expenses (direct expenses) in accordance with the requirements of this Agreement.

D. To provide the right-of-entry where applicable, for **CONSULTANT'S** personnel in performing field surveys and observations.

E. To advise the **CONSULTANT**, in writing, of the person designated as the Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **CITY** shall also advise the **CONSULTANT** of any changes in the person designated City's Project Manager.

F. To examine all studies, reports, sketches, drawings, specifications, proposals, work and other documents presented by the **CONSULTANT** in a timely fashion.

G. To save and hold the **CONSULTANT** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions, or negligent acts of the **CITY**, its agents, servants, employees, or contractors other than the **CONSULTANT** occurring in the performance of its services under this Agreement.

V. PAYMENT PROVISIONS:

The **CITY** agrees to pay the **CONSULTANT** for services rendered under this Agreement and as specifically detailed in **Exhibit "B"**, a fee established as follows:

- For the **PROJECT** and other related items including those items identified in SCOPE OF SERVICES (**Exhibit "B")**, an amount not to exceed $178,433, which shall constitute complete compensation for the services, including consultant's reimbursable expenses (direct expenses). This fee shall be invoiced by tasks completed as identified in DELIVERABLES AND INVOICE FEES (**Exhibit "D"**). Invoices shall provide a detailed description of services provided sufficient for the **CITY** to determine that satisfactory performance of services has been completed by the **CONSULTANT**. Reimbursable expenses (direct expenses) shall be itemized, including suitable backup

documentation, and identify the task(s) to which they are associated. The **CITY** reserves the right to request additional detail as reasonably necessary to determine that satisfactory performance of services has been completed by the **CONSULTANT.** The **CITY**, with the concurrence of **CONSULTANT** in writing, may from time to time reassign the sums allocated for fees to each component in DELIVERABLES AND INVOICE FEES (**Exhibit "D"**), provided that the total shall not exceed the total amount of fees as set forth in this paragraph.

B. Payments are payable to the **CONSULTANT** within thirty (30) days from the date of receipt of invoice unless the **CITY** informs the **CONSULTANT,** in writing**,** that the services described on the **CONSULTANT'S** invoice were not completed in a satisfactory manner. If any invoice for services the **CITY** is outstanding for more than forty-five (45) days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **CITY** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **CONSULTANT** under this Agreement are contingent upon payment of fees by the **CITY**. The **CITY** shall reimburse the **CONSULTANT** for all costs incurred in the collection of unpaid **CITY** accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the **CITY,** the **CONSULTANT** will enter into a Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:
   1. **CONSULTANT** or witness for the **CITY** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
   2. Additional professional services not covered by the scope of this Agreement.
   3. A major change in the SCOPE OF SERVICES for the **PROJECT**.

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

E. If services are rendered by the **CONSULTANT** for the **PROJECT** but the **CITY** elects not to complete the **PROJECT**, the **CONSULTANT** shall be compensated, in proportion to the services rendered, at an amount as stated in Paragraph A above multiplied by the percentage completion of each task as outlined in **Exhibit "D"**.

VI. TIME OF COMPLETION:

The **CONSULTANT** agrees to complete all Phases of this **PROJECT** as follows:

A. Performance of all duties and tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B")**, 14 calendar months from the date of approval of the Contract subject to the availability of the **CITY** and staff.

- The **CITY** agrees to cooperate with the **CONSULTANT** in considering work submitted and to make necessary decisions promptly to facilitate completion of the **PROJECT** in the stipulated time, and the **CITY** agrees to furnish promptly to the **CONSULTANT** upon written request any approvals and instructions required to be given by the **CITY** to the **CONSULTANT** under the terms of this Agreement.

VII. THE PARTIES HERETO MUTUALLY AGREE:

A. Provided the **CONSULTANT** has been paid in full for services rendered, all work pertaining to the **PROJECT** shall become the property of the **CITY** upon completion or termination of the **CONSULTANT'S** services in accordance with this Agreement; and there shall be no restriction or limitation on their further use, reuse or alteration by the **CITY**. Provided, however, that the **CITY** shall hold the **CONSULTANT** harmless from any and all claims, damages or causes of action which arise out of such further use without the participation of the **CONSULTANT**. The **CONSULTANT** reserves the right to utilize all work pertaining to the **PROJECT** for marketing purposes and for continued use of stock materials not uniquely and specifically attributable to the **PROJECT**.

B. That the services to be performed by the **CONSULTANT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **CITY**. The **CITY** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONSULTANT**.

C. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

D. Excepting the **PROJECT** fee amount stipulated in Article V Payment Provisions, changes in **PROJECT** services, deliverables and timelines may be made, if mutually agreed upon in writing by the **CITY** and the **CONSULTANT**.

E. That the right is reserved to the **CITY** to terminate this Agreement, upon written notice, in the event the **PROJECT** is to be abandoned or indefinitely postponed, or because of the **CONSULTANT'S** inability to proceed with the work, or because the services of the **CONSULTANT** are unsatisfactory; PROVIDED, however, that in any case the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of Article V(E). Payment Provisions.

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

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

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

I. Unless otherwise stipulated in this Agreement, all subconsultants retained to assist the **CONSULTANT** in performing his duties will be paid by the **CONSULTANT**.

J. The **CONSULTANT** agrees to employ the subconsultants designated in the SCOPE OF SERVICES (**Exhibit "B"**) to provide the services required to complete the **PROJECT**, and to pay the fees in the **CONSULTANT** contracts to pay these subconsultants for such services. These fees are not reimbursable expenses (direct expenses). In the event that the **CONSULTANT** chooses to employ a subconsultant not identified in (**Exhibit "B"**), the **CONSULTANT** will advise the **CITY** in writing of its alternative subconsultant. The **CITY** reserves the right to not accept the alternative subconsultant, to negotiate the terms of this Contract to ensure equal performance, or to terminate this Contract.

K. Special consultants are those who provide services other than those provided by the **CONSULTANT** or its subconsultants. If it is requested that any special consultants be retained on the **CITY'S** behalf, their charges will be paid separately and directly by the **CITY**. Invoicing and payment shall be arranged separately between the **CITY** and the special consultants.

L. If a firm or firms are separately engaged by the **CITY** to work under the general direction of the **CONSULTANT**, the **CONSULTANT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.

M. It is further agreed that this Agreement and any subsequent agreement related to this Agreement be governed by the laws of the State of Kansas.

N. Unless otherwise provided in this Agreement, the **CONSULTANT** and its agents, officers, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in the **PROJECT** area, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In the event that the **CONSULTANT** or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the **CONSULTANT'S** services, the **CONSULTANT** may, at its option and without liability for consequential or any other damages, suspend performance of service on the **PROJECT** until the **CITY** retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

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

P. It is the intent of the parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) or the Kansas Budget law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein contained, the **CITY'S** obligations under this Agreement are to be construed in a manner that assures that the **CITY** is at all times not in violation of the Cash Basis Law or the Budget Law.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

Toole Design Group, LLC

by_____
Jennifer Toole, Principal in Charge

Exhibit A

REQUEST FOR PROPOSAL

CITY OF
WICHITA

Department of Finance

To Whom It May Concern:

Please go to http://ep.wichita.gov to view the 2006 & 2010 National Citizen Survey as referenced in the specifications of FP340015 Wichita Pedestrian Master Plan. Thank you.

Hannah Lang

Buyer

RECEIVED
MAR 13 2013
BY: KW

Purchasing Office

City Hall • 12th Floor • 455 North Main • Wichita, Kansas 67202-1679

T 316.268.4636 F 316.268.4656

www.wichita.gov

(_____) Published in The Wichita Eagle, Friday, Friday, March 15, 2013

REQUEST FOR PROPOSAL NO. – FP340015

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **5:00 O'CLOCK P.M. WEDNESDAY, APRIL 3, 2013. One (1) original and twelve (12) copies of the proposal are required.** Envelopes must be marked **"Request for Proposal FP340015 show Due Date and Time** to identify contents. "Request for Proposal" submittal letter must be signed and dated to submit a proposal for:

Metropolitan Area Planning Department

Wichita Pedestrian Master Plan

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at http://ep.wichita.gov.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 5:00 o'clock p.m. Wednesday, April 3, 2013.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas on the 12th day of March, 2013.

Melinda A. Walker
Purchasing Manager

NOTICE...NOTICE...NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
e. EXEMPTED from these requirements are:
   (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
   (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
   (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars ($5,000.00) or less during the City fiscal year.
f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less Federal Contract, Contract less than $5,000.00.

NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: http://ep.wichita.gov . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL
Wichita Pedestrian Master Plan

INTRODUCTION

Overview

The City of Wichita, Kansas (City) is soliciting proposals from qualified companies to provide professional services and work associated with preparing and completing a City of Wichita Pedestrian Master Plan (Plan). The Plan will serve as a guide for the City of Wichita, identifying future goals and prioritized actions to achieve them.

Budget

The budget for this project will not exceed $180,000. The project is funded by a CDC Community Transformation Grant – Small Community funds, through a partnership between the City of Wichita and the Health and Wellness Coalition of Wichita.

Community Needs

The National Citizen Survey compares the satisfaction of Wichita residents to the satisfaction residents in other similar cities. The City of Wichita conducted the survey in 2006, 2010, and 2012. The results of each survey have shown that the satisfaction of Wichita residents with the ease of walking is "much below" the satisfaction of residents in comparable cities.

Furthermore, records by the Kansas Department of Transportation indicate that between the years 2000 and 2010 crashes involving motor vehicles and pedestrians within the Wichita city limits resulted in the deaths of 37 pedestrians and 1,045 pedestrians injured. The Wichita Area Metropolitan Planning Organization (WAMPO) Safety Plan (updated 2011) indicates that from 2005 to 2009, 10 percent of fatalities and 3 percent of injuries within the WAMPO region were pedestrians. The WAMPO region accounts for 18 percent of the state's population, but 22 percent of the state's fatal pedestrian crashes and 21 percent of all statewide crashes involving pedestrians.

In preparation for the development of this Plan, staff have identified the following questions related to walking in Wichita.

- How can we increase the level of satisfaction related to the ease of walking in Wichita?
- How can we make walking in Wichita safer?
- What are the community needs related to walking in Wichita?
- How can we get the biggest return on our investment related to walking?
- Is there an optimal method for funding improvements related walking in Wichita?
- How can we best manage conflicts between different travel modes?
- What is the best method to design and develop pedestrian infrastructure in Wichita?
- What is the optimal way to maintain our existing pedestrian infrastructure?

- What role does land use play in making walking in Wichita easier and safer?
- What are the implications of demographic changes on walking in Wichita?
- How do we increase pedestrian accessibility in Wichita?

Community Context

Overview

The City of Wichita, located in south central Kansas, has a 2010 population of 382,368 residents per the US Census and currently encompasses nearly 163 square miles.

Related Planning Efforts

Below is a short listing of area plans, surveys, and other documents related to walking in Wichita.

Title	Organization
Project Downtown: Downtown Master Plan http://www.wichita.gov/Government/Departments/Planning/Pages/Downtown.aspx	City of Wichita
Regional Pathways System Plan http://www.wampoks.org/IconMenu/Pathways.htm	WAMPO
Metropolitan Transportation Plan 2035 http://www.wampoks.org/Publications/Metropolitan+Transportation+Plan+2035.htm	WAMPO
Wichita-Sedgwick County Comprehensive Plan http://www.wichita.gov/Government/Departments/Planning/PlanningDocument/1999%20Comprehensive%20Plan%20Update.pdf	Wichita and Sedgwick County
Wichita Bicycle Master Plan http://www.wichita.gov/Government/Departments/Planning/Pages/Bicycle.aspx	City of Wichita
National Citizen Survey Available on the e-procurement webpage with the RFP	City of Wichita
Safety Plan http://www.wampoks.org/NR/rdonlyres/C1AA9603-F352-45ED-A033-5BB567BA91CC/72512/SafetyPlan121311.pdf	WAMPO
Downtown Wichita Streetscape Design Guidelines http://www.wichita.gov/Government/Departments/Planning/Pages/Downtown.aspx	City of Wichita

OBJECTIVES AND SCOPE OF SERVICES

Objective

The City of Wichita, Kansas, (City) is soliciting proposals from qualified companies to provide professional services and work associated with preparing and completing a City of Wichita Pedestrian Master Plan (Plan). The planning process will identify the community needs related to walking and the Plan will help to prioritize and address those needs as a guide for City infrastructure, policies, and programs. The Plan will identify future goals and prioritized implementation actions to achieve them.

Boundaries

The Plan boundaries will encompass the City of Wichita and the Wichita 2030 Urban Growth Area as identified in the Wichita and Small Cities 2030 Urban Growth Areas map, an element of the Wichita-Sedgwick County Comprehensive Plan.

Timeframe

The products identified in the Scope of Services section must be completed by July 31, 2014. This deadline is based on requirements associated with the use of the Health and Wellness Coalition of Wichita funding.

Planning Process Committees

The planning process will be guided by a citizen steering committee and will be assisted by a technical advisory committee. The composition of the two committees is yet to be determined.

Scope of Services

This consultant will deliver the following products to the City.

- Weekly status reports to the City, with progress tied to project deliverables
- At least one (1) training session for City staff related to best practices for designing and maintaining pedestrian facilities
- Final draft of the Plan that the Wichita Bicycle and Pedestrian Advisory Board has endorsed
- One (1) PDF format copy of the final Plan
- One (1) Microsoft Word format (or equivalent) copy of the Plan
- One (1) ESRI ArcGIS geodatase (or equivalent) of any GIS data created during the planning process and relevant to the final draft of the Plan

City Provided Information
The City will make the following information available to the consultant, at their request.

- parcel boundaries
- park boundaries
- existing shared use path and sidepath locations
- demographics
- existing land use
- zoning
- sidewalk locations (partial inventory)
- street and highway locations
- roadway conditions

Much of the aforementioned data layers will be made available to the consultant in digital format using the City/County GIS system, Microsoft Excel files, or Microsoft Access databases. The consulting firm selected is expected, on their own efforts, to obtain any other needed information.

City Provided Services
The City can provide the following services during the planning process.

- Email distribution system – The City has a system which allows people to register with the City of Wichita and receive email updates on the planning process, Council meetings, and other City events.
- Project webpage – The City can create and host a project webpage.

PROPOSAL EVALUATION AND SELECTION PROCESS

Selection Criteria
Final selection will be made following review and ranking of proposals received by representatives of the City's Screening and Selection Committee. The City reserves the right to interview only those consultants whose qualifications best match the project scope as determined by the Screening and Selection Committee. The City's objective is to select the firm best qualified to undertake the tasks identified. Proposals will be evaluated on the basis of the criteria presented on the following page.

The City reserves the right to reject all proposals. All submissions, including supporting documentation shall become the property of the City of Wichita. All costs incurred in the preparation of this proposal shall be the responsibility of the firm or consultant making the proposal. The City encourages minority participation in this project. Preference will be given to local consultants when all other considerations are equal.

Evaluation and Selection Criteria	Description
Planning process	Does the planning process follow a logical progression to arrive at a plan document? Will it deliver useful results?
Resources	Does the firm have sufficient resources to complete the project as proposed?
Experience and qualifications	Does the firm have the experience and qualifications necessary for a good process and product?
Work schedule	Is the schedule reasonable and adequate?
Total value of services	How much is the total cost? How do the proposed services compare to other proposals?
Public involvement	Will the public involvement methods engage the community in a meaningful way, and will citizens be able to follow the process? Are they asking the correct questions and reaching the correct audience? How will the unusual voices be engaged? Is it useful information?
Understanding of context and community needs	Does the firm have a good understanding of the planning context and the community needs?
Past performances	What were results and experiences working with this firm, or subcontractor, in the past? Did the plans the developed get implemented?

INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidance governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services.

All proposals must address the following items in the order listed below and shall be numbered 1 through 10 in the proposal document.

Chapter 1 – Project Contacts

This chapter shall list the principal responsible for the project, the firm's project manager, key contacts, and how to communicate with them. Limit this chapter to a total of one (1) page.

Chapter 2 – Work Plan

This chapter shall describe the proposed methodology for development of the Plan and the proposed tasks to accomplish it. This chapter will also describe the type of assistance that will be sought from City staff. Limit this chapter to a total of five (5) pages.

Chapter 3 – Public and Staff Participation

This chapter shall describe the proposed methodology for public and staff participation in the planning process. Identify who will be consulted, how they will be consulted, and what will be done with the information. Limit this chapter to a total of four (4) pages.

Chapter 4 -Project Timeline

This chapter shall identify the proposed sequence and timing of tasks. Limit this chapter to total of one (1) page.

Chapter 5 - Project Staffing and Costs

This chapter shall identify which staff will be assigned to the various tasks. It will also identify the costs to accomplish each task, including an estimated total project fee and/or hourly fees for services. Limit this chapter to a total of two (2) pages.

Chapter 6 – Project Staff

This chapter shall identify the name, title, and qualifications of the key personnel assigned to this project. Limit this chapter to a total of five (5) pages.

Chapter 7 – Profile on the Proposing Firm(s)

This chapter shall include a brief description of the firm, consultants, and subcontractors that will be used on the project. It will include the address, telephone number(s), contact person, and year of establishment for the firm. Limit this chapter to three (3) pages.

Chapter 8 – Relevant Experience

This chapter shall include a description of experience with relevant projects. Limit this chapter to three (3) pages.

Chapter 9 – References

This chapter shall identify at least three professional references, including addresses and telephone contact information. The references shall be limited to similar projects that have been completed within the last three (3) years. Limit this chapter to a total of one (1) page.

Chapter 10 – Conflicts of Interests

This chapter shall be utilized by the firm to disclose any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Wichita City Council or City staff.

ADMINISTRTATIVE INFORMATION

Pre-proposal Conference

No pre-proposal conference is scheduled for this RFP.

Interviews

In order to save money and time, vendor interviews will be conducted over the telephone and not in person. No in-person interviews will be conducted.

Project Management

The Wichita-Sedgwick County Metropolitan Area Planning Department will manage the project.

Project Contact

All questions relating to this RFP must be put in writing and received by the City no later than 4:00 p.m., Wednesday, March 22, 2013. The responses from the City will be posted on the project website at http://www.wichita.gov/Government/Departments/Planning/Pages/Pedestrian.aspx. Correspondences shall be address to the following contact person.

Scott Wadle, Senior Planner
Wichita-Sedgwick County Metropolitan Area Planning Department
10th Floor, City Hall
455 N. Main Street
Wichita, KS 67202
F (316)268-4390
swadle@wichita.gov

It is the proposers' responsibility to visit the project website regularly for any updated information on this project.

Contract Schedule (Subject to Change)

RFP questions deadline	March 22, 2013
RFP submission deadline	April 3, 2013
Staff screening meeting (tentative)	April 4th – April 11th
Consultant interviews and selection recommendation (tentative)	April 18, 2013
City Council approval of contract	May 14, 2013

Contract Review

Following the selection of a preferred consultant, the Plan Project Manager will review the project objective, scope of work, and schedule with the consultant. Such discussion(s) will also address project coordination and responsibilities of the project team. This activity provides for the development of an organizational framework for the project so that the results are responsive and accountable to all stakeholders.

Additional project tasks and funding may be requested during contract negotiations. The City reserves the right to negotiate the final fees and the proposed scope of work.

SUBCONTRACTING/JOINT VENTURES

Vendors are encouraged to consider subcontracting portions of the contract to disadvantaged and emerging businesses and women-owned businesses. A joint venture between two or more vendors is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting vendors must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

DISADVANTAGED AND EMERGING BUSINESS PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all bidders to include disadvantaged and emerging business participation in their proposals. Therefore, each vendor shall specifically identify the participation of disadvantaged and emerging contractors and subcontractors in the work to be performed by the vendor and shall list such disadvantaged and emerging contractors or subcontractors by name and shall show the dollar amount of work to be done by each in the proposal.

GRANT REQURIEMENTS

The project is funded by the CDC Small Communities Transformation Grant. The selected vendor must comply with guidance as stipulated in the Office of Management and Budget *Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009.* A web link to this document is provided below.
http://www.whitehouse.gov/sites/default/files/omb/assets/memoranda_fy2009/m09-21.pdf

PROPOSAL SUBMISSION

1. All proposals and information submitted shall become the property of the City.
2. The City reserves the right to issue supplemental information or guidelines relating to the RFP during the proposal preparation period, or to make modifications to the RFP.
3. The City also reserves the right to modify the Objectives and Scope of Services during negotiation of the contract.
4. All proposals shall be considered firm offers for a period of up to three (3) months following the due date.
5. Once submitted, proposals (including the selected consulting staff to work on the project) may not be changed without prior written consent of the City.
6. The consultant shall submit twelve (12) copies of the proposal by 5:00 P.M., Wednesday, April 3, 2013 to:

Melinda A. Walker
Purchasing Manager
12th Floor, City Hall
455 N. Main Street
Wichita, Kansas 67202 (316) 268-4636

ATTACHMENT 1
CERTIFICATION OF NON-RESTRICTIVE COMPETITION

PROJECT:

_____ being first duly sworn, deposes and

says that he / she is _____ of _____

and that all statements made and facts set out in the Proposal for the above project are true and correct; and that the Proposer (the person, firm association, or corporation making said Proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and open competition in connection with such Proposals in response to the above mentioned Request for Proposal or any contact which may result from the acceptance of said Proposal.

Affiant further certifies that the Proposer is not financially interested in, or financially affiliated with, any other Proposer for the above project.

BY _____

BY _____

BY _____

Sworn to before me this _____ day of _____, 20_____

_____
(Notary Public)

_____

ATTACHMENT 2
CERTIFICATION OF POTENTIAL CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Potential CONSULTANT _____ certifies to the best of its knowledge and belief, that it and its principals;

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or The City of Wichita;

2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and

4) Have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or Local) terminated for cause of default.

Where the potential CONSULTANT is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

THE POTENTIAL CONSULTANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICIABLE THERETO.

_____
(Signature of Authorized Official)

_____
(Title)

ATTACHMENT 3
DEBARMENT AND SUSPENSION CERTIFICATION (Lower Tier Covered Transaction)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

THE PROPOSALDER OR PROPOSER, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT ON ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSALDER OR PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of CONSULTANT'S authorized official)

_____
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 4
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify that I am
(Name of CONSULTANT'S Authorized Official)

authorized to execute this certification, and to the best of my knowledge after due

diligent inquiry, on behalf of _____ that:
(Name of CONSULTANT)

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement..

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

THE CONSULTANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this _____ day of _____, 20____.

By: _____
(Signature of CONSULTANT'S authorized official)

_____
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 5
DBE CERTIFICATION

I, _____, hereby certify to the best of my
(Name of CONSULTANT'S Official)

knowledge on behalf of _____ that:
(Name of CONSULTANT)

_____ has complied with the requirements of
(Name of CONSULTANT)

49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Department of Energy Administration.

Executed this _____ day of _____, 20____.

By: _____
(Signature of CONSULTANT'S authorized official)

_____
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 6
JOINT VENTURE FORM

This form is to be completed ONLY if the CONSULTANT(S) is proposing a Joint Venture and must be included with the proposal.

WE THE UNDERSIGNED BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

The CONSULTANT, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this **Statement of Joint Venture** in the name of and on behalf of such CONSULTANT for the purposes herein set forth:

The following named CONSULTANTS:

(a) _____; ;_____ ;_____
( ) Individual ( ) Partnership ( ) Corporation

(b) _____; ;_____ ;_____
( ) Individual ( ) Partnership ( ) Corporation

(c) _____; ;_____ ;_____
( ) Individual ( ) Partnership ( ) Corporation

(d) _____; ;_____ ;_____
( ) Individual ( ) Partnership ( ) Corporation

Each of who have entered into a Joint Venture for the purpose of carrying on the work hereinafter described.

Under the provisions of such Joint Venture the assets of each of the CONSULTANTS named, and in the case of any CONSULTANT so named above is a partnership, the assets of the individual members of such a partnership will be available for the performance of such Joint Venture, and liable therefore and for all obligations incurred in connection therewith.

The Statement of Joint Venture is executed so that the named CONSULTANTS may under such Joint Venture proposal upon the work herein mentioned and they may, if the successful proposalder therefore, be awarded the contract for such work. Any proposal, proposed document, bond and contract relating to the work hereinafter specified shall be executed by any person authorized to bind any member of the Joint Venture and when so executed shall

bind this **Joint Venture** and each and every CONSULTANT named herein, severally and jointly. Simultaneous with the execution of the contract, the **Joint Venturers** shall designate and appoint a project supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts of things necessary to carry out the work set forth in said contract.

In consideration of being qualified to proposal upon such work as **Joint Venturers**, we bind the CONSULTANT for whom we respectively execute this **Statement of Joint Venture** in firm agreement with The City that each of the representations herein set forth is true.

The work for which this Joint Venture has been entered into is identified as:

_____

_____

Subscribed an sworn before me, this

_____ day of

_____, 20____

(a) _____
(Name of CONSULTANT)

BY _____
(Type or Print name of signer)

Subscribed an sworn before me, this

_____ day of

_____, 20____

(b) _____
(Name of CONSULTANT)

BY _____
(Type or Print name of signer)

Subscribed an sworn before me, this

_____ day of

_____, 20____

(c) _____
(Name of CONSULTANT)

BY _____
(Type or Print name of signer)

Subscribed an sworn before me, this

_____ day of

_____, 20____

(d) _____
(Name of CONSULTANT)

BY _____
(Type or Print name of signer)

TO BE EXECUTED BY EACH JOINT VENTURER

Authorization and designation of respective affiants to the Statement of Joint Venture hereto attached to act for and on behalf of the CONTRACTORS named herein:

(a) _____ hereby certifies that
(Name of CONSULTANT)

_____ has been and is hereby
(Name of Representative)

empowered to sign the Statement of Joint Venture attached hereto as the

authorized representative of _____
(Name of CONSULTANT)

for the special purpose therein expressed.

_____ _____
ATTEST DATE

*** SEAL NECESSARY IF CORPORATION ***

(b) _____ hereby certifies that
(Name of CONSULTANT)

_____ has been and is hereby
(Name of Representative)

empowered to sign the Statement of Joint Venture attached hereto as the

authorized representative of _____
(Name of CONSULTANT)

for the special purpose therein expressed.

_____ _____
ATTEST DATE

*** SEAL NECESSARY IF CORPORATION ***

(c) _____ hereby certifies that
(Name of CONSULTANT)

_____ has been and is hereby
(Name of Representative)

empowered to sign the Statement of Joint Venture attached hereto as the

authorized representative of _____
(Name of CONSULTANT)

for the special purpose therein expressed.

_____ _____
ATTEST DATE

*** SEAL NECESSARY IF CORPORATION ***

(d) _____ hereby certifies that
(Name of CONSULTANT)

_____ has been and is hereby
(Name of Representative)

empowered to sign the Statement of Joint Venture attached hereto as the

authorized representative of _____
(Name of CONSULTANT)

for the special purpose therein expressed.

_____ _____
ATTEST DATE

*** SEAL NECESSARY IF CORPORATION ***

ATTACHMENT 7
CONSULTANTS LIST INFORMATION

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) ✱ CONSULTANTS and subconsultants who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: _____

Address: _____

_____

_____

Are you a DBE firm? ☐ YES ☐ NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? ☐ YES ☐ NO

How may years has your firm been in business? _____ years

What are your firm's annual gross receipts?

☐ Less than $500,000 ☐ $500,001 - $1,000,000

☐ 1,000,001 - $2,000,000 ☐ $2,000,001 - $5,000,000

☐ $5,000,001 or above

Submitted by: _____
(Print Name)

_____
(Signature)

_____
(Title)

_____
(Date)

✱ A disadvantaged business firm is defined as a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over $750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 8

CITY OF WICHITA PROCUREMENT CERTIFICATIONS

The CONSULTANT _____hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above consultant) to solicit or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

C. The Consultant has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)

D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, "Disclosure of Lobby Activities: in accordance with its instruction.

E. Conflict of Interest.

The Consultant certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board Members, family members and officers do not participate I contracts receiving funds pursuant to this agreement.

Executed this _____ day of _____, 20____.

By: _____
(Signature of CONSULTANT'S authorized official)

_____
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 9
DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ____ if there are workplaces on file that are not identified here.

RFP CONDITIONS

1. Certification 1-The Consultant hereby certifies that:

   A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement.

   B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

   C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

   No Lobbying and Influencing Federal and/or City Employees or City Council Members:

   (a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

   (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

   Conflict of Interest
   The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

KANSAS OPEN RECORDS ACT

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Proposing firms should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the proposing firm reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the proposing firm requests that the City to contact the proposing firm for guidance before making the material public. The City cannot guarantee the confidentially of claimed material, however.

SUBCONTRACTING/JOINT VENTURES

Proposing firms are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more firms is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting firms must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION

The City of Wichita encourages all proposing firms to include emerging and disadvantaged business participation in their proposals. Therefore, each proposing firm shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the proposing firm and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

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

Bodily Injury Liability	$500,000 Each Occurrence $500,000 Each Aggregate
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

2. Comprehensive Automobile Liability
   All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

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

3. Workers' Compensation	Statutory
Employers Liability	$100,000 Each Accident $500,000 Aggregate $100,000 Occupational Disease

The Insurance Certificate must contain the following:

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

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

END OF SPECIFICATIONS

(R02/11)

GENERAL SPECIFICATIONS

PROPOSAL FORMS

All proposals MUST be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, must be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate prior to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made before the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48-77-0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.

March 27, 2013

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL NUMBER FP340015

ADDENDUM # 1

METROPOLITAN AREA PLANNING DEPARTMENT

Wichita Pedestrian Master Plan

DUE DATE: WEDNESDAY, APRIL 3, 2013 AT 5:00 P.M.

The following items have been added to the specifications and made a part of **this proposal.**

1. See attachment for Questions and Answers.
2. See attachment for Addendum #1 items.

Each vendor is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to this proposal.

Claudia Rose
for Melinda A. Walker
Purchasing Manager

* *

The undersigned acknowledges receipt of this Addendum and the proposal submitted herewith is in accordance with the information, instruction and stipulations set forth herein

_____
Date

_____
Company Name

_____
Signature of Company Representative

_____
Print Name of Company Representative

_____
Title

RECEIVED
MAR 28 2013
BY:_____

R.F.P. QUESTIONS AND RESPONSE

Question 1: Is the City interested in using demographics such as household income, rates of car ownership, etc., in the analysis of need?

Response: The short answer is that it depends. We are interested in utilizing the information that best enables us to understand the needs related to walking and pedestrian safety in Wichita, while balancing the effort necessary to collect the data. It will be up to the proposal teams to make the case for why the data is important and the efforts to collect it are the best use of the resources.

Question 2: Will the City update its sidewalk GIS layer before work on the plan begins? Is there a companion goat trail layer?

Response: The City does not have any plans to update the GIS layer prior to work on the plan begins. The City does not have a companion goat trail layer. A map of the City's existing GIS inventory of sidewalks has been posted to the project website.

Question 3: Can the proposals include covers and cover letters? Will these items count against the page limit?

Response: The proposals can include covers and cover letters, no these items will not count against the page limit.

Question 4: Do consultants need to include insurance certificates? Or will the insurance certificate be required after the contract is awarded?

Response: The insurance certificates do not need to be included with the proposal. However, they will be required after preferred team is identified and prior to any contracts being signed.

PROJECT DESCRIPTION

The Wichita Pedestrian Master Plan (Plan) will be a guide for the City of Wichita, identifying the community needs, vision, and future goals related to walking in the city. It will also identify the prioritized implementation actions necessary to help realize the vision.

RELATED INFORMATION

Wichita Area Metropolitan Planning Organization Pathways Plan

The WAMPO Pathways Plan provides an assessment of existing bicycle/pedestrian facilities and identifies, prioritizes, and recommends future connecting links for bicycle/pedestrian use within the WAMPO planning area (including the City of Wichita).

Wichita Parks, Recreation, and Open Space Plan

The Wichita Parks, Recreation, and Open Space Plan is a guide for the provision of parks, open spaces, recreation, and paths/trails by the City of Wichita.

Project Downtown: Downtown Master Plan

Project Downtown is the downtown master plan for the City of Wichita. It guides development, the provision of infrastructure, and the provision of municipal services within downtown. This plan recommends enhancements to make downtown more walkable.

Metropolitan Transportation Plan 2035

The Metropolitan Transportation Plan (MTP) 2035 is the blueprint for all regionally significant transportation projects and activities through 2035. It is a 25 year strategic plan for maintaining and improving mobility within and through the region. The MTP 2035 is very important for the region because it allows local jurisdictions access to federal transportation funds. It also provides recommendations and strategies to achieve a safe, efficient, accessible, and affordable transportation system.

Sedgwick County Parks and Pathways Plan

The Sedgwick County parks and Pathways Plan is the currently adopted guide for the development of bicycle facilities within unincorporated Sedgwick County. This plan was adopted as a joint City of Wichita and Sedgwick County Plan. However, the City replaced this plan with the 2008 Wichita PROS Plan.

Wichita-Sedgwick County Comprehensive Plan

The Wichita-Sedgwick County Comprehensive Plan serves as the overall guide for the City of Wichita and Sedgwick Count. It is important for the proposed Wichita Bicycle Master Plan in many ways, especially because it identifies the 2030 Future Growth Area for the City of Wichita.

Wichita Citizen Survey

In 2006, the City of Wichita initiated a citizen survey to discover how City residents rated various services offered by the City and the conditions within the City. The ease of bicycle travel was one of the

Subdivision Regulations

The division and improvement of lands within Wichita or portions of unincorporated Sedgwick County must comply with the Wichita-Sedgwick County Subdivision Regulations. The Subdivision Regulations regulate many elements of the physical environment, including sidewalks and street designs.

WAMPO Freight Plan

The WAMPO Freight Plan (2010) identifies the roadways that have been designated as truck corridors. This is an important consideration when planning a bicycle network, because special considerations must be taken into account if people are encouraged to bicycle along corridors identified for more intensive use by large freight vehicles. In some cases, a more efficient and effective method is to find alternate bicycle travel facilities adjacent to the tuck corridor.

WAMPO Safety Plan

The WAMPO Safety Plan (2010) addresses how safety in the region can be improved and the number of road crashes reduced. It provides information about the type of crashes, how they occurred, and where they were located. This can be useful information to identify areas that need special attention when planning for pedestrian accommodation.

Downtown Wichita Streetscape Design Guidelines

The Downtown Wichita Streetscape Design Guidelines (2010) provide guidance for how downtown streets should be designed. The guidelines recommend what type of features should be located within the rights-of-way, how the lanes should be configured, and what the look and feel of the street should be. The Downtown Wichita Streetscape Design Guidelines are important for bicycling in Wichita because they provide guidance for how certain types of downtown streets should accommodate pedestrians and other users.

Downtown Wichita Parking and Mobility Management Plan

This study provided operational and management-related recommendations to improve parking in downtown Wichita. This is important, because the configuration of parking can impact the pedestrian environment.

http://www.wichita.gov/NR/rdonlyres/71CE24E4-62C6-4940-99BE-257B30D70684/59020/DowntownParkingandMobilityManagmentPlanlinked1.pdf

Exhibit B

SCOPE OF SERVICES

The scope of services is the Toole Design Group proposal to the City of Wichita for the Wichita Pedestrian Master Plan, submitted April 3, 2013).

WICHITA
Pedestrian Master Plan

Proposal to the City of Wichita
April 3, 2013

Toole Design Group

ToolеDesignGroup

8484 Georgia Avenue
Suite 800
Silver Spring, MD 20910
301.927.1900
301.927.2800 fax
www.tooledesign.com

April 3, 2013

Ms. Melinda A. Walker
Purchasing Manager
12th Floor, City Hall
455 N. Main Street
Wichita, KS 67202

RE: **Wichita Pedestrian Master Plan**

Dear Ms. Walker and Members of the Selection Committee:

Toole Design Group, LLC (TDG) is pleased to submit this proposal for the City of Wichita's Pedestrian Master Plan. We have reviewed your Request for Proposals and have assembled a team that is specifically tailored to meet the needs of your project. The individuals who will work on this project have an outstanding track record for their work on pedestrian master plans and have national reputations for their pedestrian expertise.

TDG is a full-service planning and design firm with planners and engineers who focus on pedestrian and bicycle projects on a daily basis. We have a history of producing cost-effective, practical solutions that fulfill the needs of the community. We have built a solid reputation for delivering high quality pedestrian and bicycle plans that move forward immediately to implementation. Furthermore, we help our clients build the level of community and agency support these plans ultimately need to be successful.

Toole Design Group has prior experience working in Wichita as the consultant for the Bicycle Master Plan. We are thoroughly familiar with opportunities and constraints to improving pedestrian conditions throughout the City, prior plans and studies relevant to this effort, and GIS resources that will be available for this project. Peter Lagerwey (Project Manager for the Bicycle Master Plan) will be a Principal-in-Charge throughout the Pedestrian Master Plan to ensure continuity between the plans, as well as the utmost efficiency of our team.

We have assembled a team tailored specifically for this project.

Peter Lagerwey will serve as the Principal-in-Charge for this project. Peter was the Project Manager for the Wichita Bicycle Master Plan, and is thus extremely familiar with non-motorized transportation issues in the City. Peter is the co-author of the FHWA manual on "How to Develop a Pedestrian Safety Action Plan" and is a certified national Complete Streets trainer. He is a recognized national expert on pedestrian planning and design, and a winner of APBP's Lifetime Achievement Award.

Peter will be supported by a talented team of individuals. **Ciara Schlichting, AICP** of Toole Design Group's Minneapolis, MN office will serve as the Project Manager. Ciara is a seasoned manager with experience managing large multi-modal transportation projects. She is adept at managing multi-disciplinary teams that include multiple consultants, and is known for her strong communication skills. Ciara's proximity to Wichita, as well as her availability to work on this project make her an ideal project manager. In addition to Peter's oversight and "hands on" involvement in all aspects of the Plan, Ciara will have the assistance of a strong team that includes staff who are familiar with Wichita from their work on the Bicycle Master Plan, including Gina Coffman, Bill Schultheiss, Michael Hintze, Tony Hull, and Ben Sigrist, among others.

We are pleased to include the Wichita office of TranSystems on our team for this project. TranSystems is a firm with a great deal of roadway and pathway planning and design experience throughout Kansas - they will provide assistance with collecting data and assembling a unified GIS database for the project. TranSystems and Toole Design Group have worked together before on bicycle and pedestrian projects and we look forward to continuing this collaboration on the Wichita Pedestrian Master Plan.

Finally, as with our work on Wichita's Bicycle Master Plan, we have included Team Better Block as an optional component of our community engagement strategy. If desired by the City, we can implement a second, more pedestrian-focused Better Block during this study to raise awareness and interest in common pedestrian issues in Wichita. The Better Block approach has been used in over thirty cities from California to New York to illustrate street changes and community revitalization. These cities have reported greater understanding and urgency by elected officials, leaders and citizens for permanent change. We would like to discuss this approach further with the City.

TDG can meet the City's time schedule and will commit our staff and resources throughout the duration of this project. We are eager to begin work on this exciting and timely endeavor. If you have any questions or comments, please do not hesitate to contact me directly. I can be reached by phone at 301-927-1900 x103 or email jtoole@tooledesign.com. Thank you for your consideration of our team.

Sincerely,

Jennifer Toole, AICP, ASLA
President

Toole Design Group is a woman-owned business that is registered as a Disadvantaged Business Enterprise (DBE)/Woman Business Enterprise (WBE) by the State of Kansas Department of Transportation.

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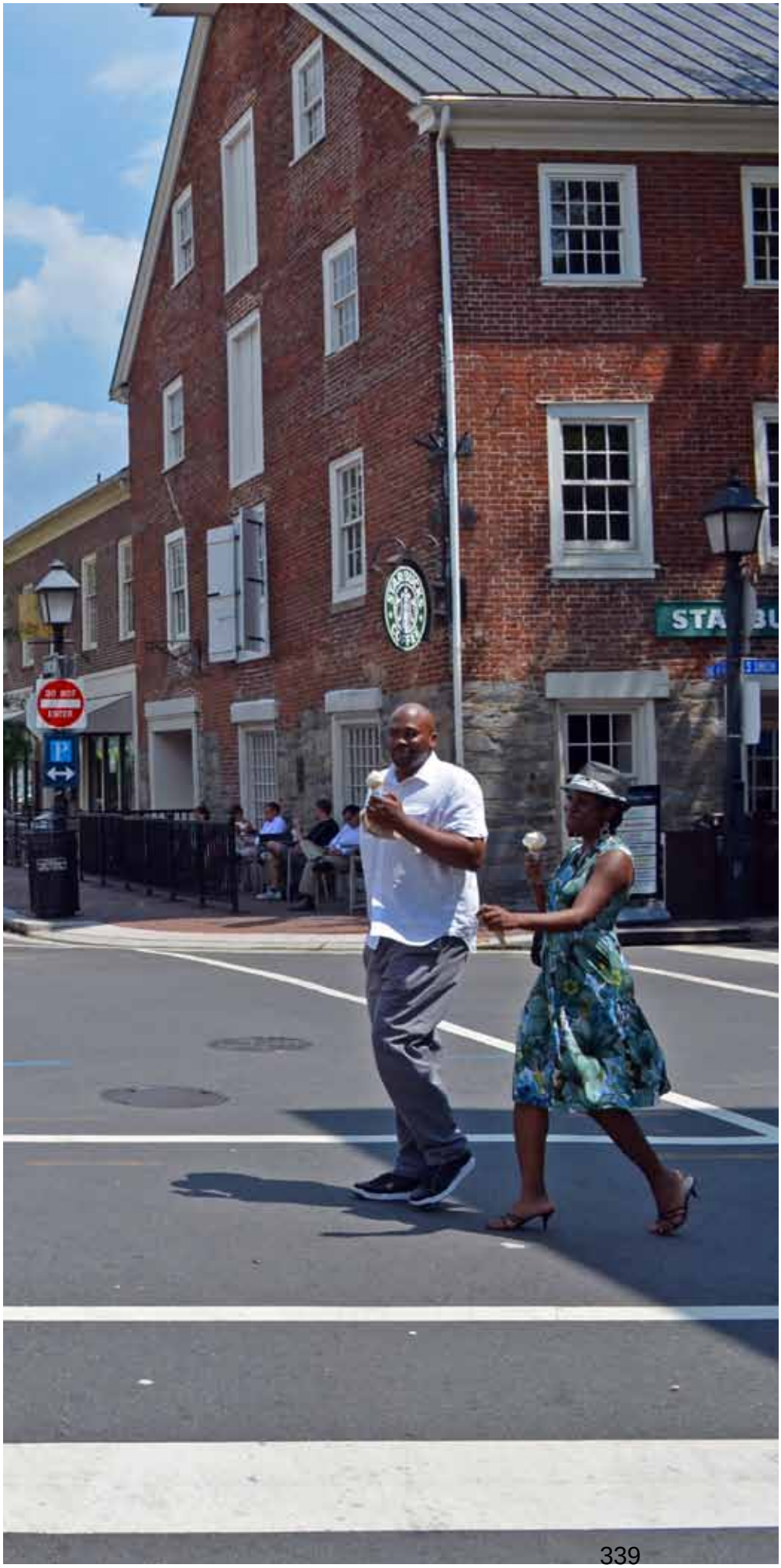


I

Contacts

PROJECT CONTACTS

Jennifer Toole, AICP, ASLA
President
301.927.1900 x103
jtoole@tooledesign.com

Peter Lagerwey
Principal-in-Charge
301.927.1900 x300
plagerwey@tooledesign.com

Ciara Schlichting, AICP
Project Manager
301.927.1900 x501
cschlichting@tooledesign.com

2

Work Plan

WORK PLAN

Walking is our oldest and most basic form of transportation – one that we have come to realize is essential not only to our individual health, but is also essential to the overall livability of our cities. This is an important and exciting time to develop a Pedestrian Master Plan in Wichita. In recent years, there has been a resurgence of local business in Wichita. This is due in large part to the City's strong commitment to its downtown. There are new mixed-use developments with residential spaces situated above retail spaces and several new restaurants, all of which are contributing to a new vibrancy in Wichita.

One challenge of this Plan will be to extend the benefits of pedestrian-friendly development and walkable street design beyond the downtown. A review of design guidelines and development regulations is needed to ensure the public and private projects make a positive contribution to pedestrian access, while at the same time developing strategies to retrofit streets where needed to support walking throughout the City. To address these challenges and build momentum, the Wichita Pedestrian Master Plan will include a robust stakeholder and public engagement process. It will establish a clear vision for pedestrian transportation, and practical and implementable strategies for attaining it.

This Work Plan provides a detailed overview of the Toole Design Group (TDG) Team's approach for this exciting project. We look forward to the opportunity to meet with City staff to discuss this scope of work, and to further refine it as necessary to meet your needs.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

The TDG Team will assist the City's Project Manager with the coordination and scheduling of the overall project, logistics and planning of Steering Committee and other meetings. Further details are provided below:

Task 1.1: Project Management Plan and Schedule

The TDG Team will provide a Project Management Plan that establishes a critical path schedule for successful completion of all project tasks. It will identify delivery dates for interim and final drafts, and include review time for City staff, and establish tentative dates for Steering Committee and other meetings. The Project Management Plan will be submitted to the City's Project Manager for review and approval.

Task 1.2: Project Management and Progress Reporting

In addition to weekly email and phone communication with the City's Project Manager, the TDG Team will prepare monthly progress reports summarizing progress. They will highlight work performed in the previous month, upcoming tasks and any issues or opportunities that have developed.

Deliverables for Task 1:

- Regular coordination meetings and conference calls with the City.
- Draft and revised Project Management Plan and Schedule.
- Monthly progress reports.

TASK 2: DATA COLLECTION AND ANALYSIS

This task will involve gathering data and information

related to pedestrian safety and access, pedestrian planning, and other community needs related to walking in Wichita. Subtasks include:

Task 2.1: Existing Data Review and Analysis

The TDG Team will begin with a review of all relevant plans that have been completed, or have otherwise reached a stage in which they can be helpful to the objectives of this Plan. This will include the City of Wichita National Citizen Survey (draft 2010), concentrating on information that helps explain the "much below" satisfaction rate with regards to walking conditions. The TDG Team will then collect and analyze existing relevant data in GIS and other forms, including pedestrian crash data, sidewalk data (from the City's sidewalk inventory), locations of existing and proposed trails and greenways, roadway characteristics, bus stop locations, various demographic data (including age, income, car ownership, population density, etc.), key transportation data (e.g. journey to work figures), locations of pedestrian attractors, and proposed pedestrian facilities identified in other planning documents.

The TDG Team will develop a series of GIS maps illustrating the available data. Information gathered from the online survey and mapping as part of Public Participation activities described in Chapter 3 will also be included as part of this task.

Task 2.2: Field Review of Existing Conditions

The TDG Team will conduct a citywide field analysis of pedestrian conditions. The purpose of this analysis is not to conduct a detailed field inventory of all roadway features impacting pedestrians; rather, to get a general overview of pedestrian conditions in various areas of the City, and to identify key gaps in the pedestrian network. The information will be supplemented with public and agency outreach (see Chapter 3). During our field work, we will assess walking conditions along the roadway as well as crossing roadways. Major maintenance and streetscape improvement needs will be noted. This project will not include a complete inventory of ADA needs, but important accessibility issues will be noted.

Task 2.3: Policies and Practices Review

There are many different City policies, practices and procedures that have a direct impact on the safety and quality of the pedestrian environment in Wichita. The level to which these activities either help or hinder pedestrian travel depends on many different factors, including the strength of the original policy, the authority of government agencies to enforce the policies, the plan review process, the coordination between different departments and agencies, and the amount of resources available to ensure that policies are enforced. The TDG Team will identify and document the processes by which the pedestrian environment is currently altered, improved and maintained, and the funding and design practices that are used. In addition, we will conduct interviews with staff of different departments that are responsible for aspects of the pedestrian environment, from the standpoint of development review, permitting, maintenance, and management among other things.

Existing policies and plans will be compared to Wichita's peer cities, especially those in Kansas. We have a great deal of experience conducting this type of analysis, and have found that many local design manuals, standard specifications, common practices and land development regulations lack sufficient detail, or are missing key content result in safe, state of the art pedestrian facilities. Based on our review, we will develop detailed recommendations for designing pedestrian facilities (see Task 4). In some cases, land use plans contain good policy guidance that is not reflected in development regulations. The hours available for this task will not enable us to draft detailed code revisions; however, we will conduct a critical analysis of each community's current codes, and provide recommendations for areas that should be strengthened, with examples from other communities that have developed effective codes to address these issues. These recommendations will become part of the written reports developed for Task 8.

Deliverables for Task 2:

- Technical memorandum highlighting findings from Task 2, including the analysis of existing data, reports

and studies, regulatory review, and the field review of pedestrian conditions.

- Maps depicting existing pedestrian conditions based on the data available.

TASK 3: PUBLIC AND STAFF PARTICIPATION

Effective community and stakeholder participation will be critical to the success of the Wichita Pedestrian Master Plan. Our approach includes both traditional and non-traditional measures to maximize community outreach. We will conduct public open houses, focus group meetings, use social media and online tools. We have also included an option in our cost proposal to conduct a pedestrian-focused Better Block in Wichita to help galvanize public interest, support and feedback on pedestrian issues. We also understand the importance of thoughtful staff involvement in developing a Plan that can be implemented. As such, we have identified a number of opportunities for staff to contribute to setting the vision for the Plan and its recommendations.

We are excited about the possibilities for effective public and staff participation in Wichita - *please refer to Chapter 3 for a full discussion of the community and stakeholder involvement the TDG Team will conduct for this project*.

TASK 4: ANALYZE INFORMATION AND MAKE DESIGN RECOMMENDATIONS

Making design recommendations to reflect best practices for improving safety and increasing walk trips will be a key element of the Wichita Pedestrian plan. Upon review of existing City and state design guidelines and standards (Task 2.3), the TDG Team will develop detailed design guidance (described below) patterned after work recently completed for the Federal Highway Administration (PedSafe) and past pedestrian plans. The guidelines will consolidate this information in one location, focusing on providing clear illustrations and design details.

Task 4.1: Detailed List of Design Treatments

Working with the Wichita project manager and TAC, the TDG Team will create a detailed list of up to thirty treatments (e.g. driveway design, sidewalk widths, crosswalk design, etc.) that need additional design guidance.

Task 4.2: Template for Design Recommendations

The TDG Team will create a one- to two-page template that will be used for each design treatment identified in Task 4.1 Included will be a short written narrative, an illustrative photograph, a cross-section or plan view planning level design drawing, and the potential for improving safety (crash reduction factor based on the latest research).

Task 4.3: Complete Templates for Design Recommendations

Using the design template, the TDG Team will develop design recommendations for each of the design treatments identified in Task 4.1.

Deliverables for Task 4:

- List of up to thirty design treatments that will receive additional guidance.
- Template for Design Recommendations.
- Completed guidance for up to thirty design treatments.

TASK 5: ANALYZE PEDESTRIAN DEMAND AND PRIORITIZE PEDESTRIAN IMPROVEMENTS

Assessing existing conditions and making facility recommendations will be an integral part of the Wichita Pedestrian Plan. The TDG Team will use a methodology (described below) which we have used for past pedestrian master plans, and which will enable us to prioritize projects objectively.

Task 5.1: Pedestrian Demand Analysis

One challenge of pedestrian master plans is the often overwhelming number of locations that need improvement versus the limited budget available to address these needs. For example, accessible curb ramps may be needed throughout Wichita; however, identifying and funding every deficient or missing curb ramp will take many years and must be balanced with other funding priorities including: sidewalk construction, installation of pedestrian signals, etc.

The TDG Team will consult the TAC and Citizens Steering Committee to develop criteria that will be used to identify locations where high impact improvements can be made. The range of potential criteria includes population and

employment densities, pedestrian crash data, online map and questionnaire responses, demographic information (income, car ownership, etc.), roadway or intersection characteristics, proximity to transit, schools or other attractions, and other factors. This analysis will be performed using GIS and a series of 'heat' maps will be developed depicting pedestrian demand.

Task 5.2: Pedestrian Focus Areas

The TDG Team will work with City staff to develop three to four tiers of need within the pedestrian demand map described in Task 5.1. We will then narrow the top tier into a 'short list' of locations for further field evaluation. The number of locations will be determined by the size of the area and the range of issues present. Our past experience is that up to six locations can cover the range of pedestrian issues in a city the size of Wichita. The TDG Team will conduct a field assessment of the study locations, documenting existing conditions and identifying conceptual recommendations to improve pedestrian safety, accessibility, and mobility. It is anticipated that the selected locations and resulting recommendations will correspond with typical conditions in the City so that concepts can be applied elsewhere.

The proposed improvements identified in the field assessment will be included in the Citywide project ranking. The TDG Team will develop implementable short-, medium- and long-term action plan recommendations, which will include planning level cost estimates. This information will be presented to City staff and the Steering Committee for review and approval. The preliminary prioritized lists of recommendations along with corresponding maps will also be presented to the public at the second public outreach meeting.

Task 5.3: Staff Training on Ranking Criteria and Methodology

In addition to applying the GIS-based prioritization tool described above to the projects identified during the planning process, a secondary objective is to provide City staff with an ongoing, easy-to-use tool that can be used in the future to prioritize pedestrian needs. Upon conclusion of the project, the TDG Team will conduct a training session with City staff on this GIS-based tool- something we have done for several of our clients in the past.

Deliverables for Task 5:

- Draft and revised ranking criteria and methodology.
- Heat map showing relative pedestrian travel demand Citywide.
- Pedestrian hot-spots map.
- Map and list of prioritized pedestrian improvements.
- Staff training on the GIS-based prioritization tool.

TASK 6: PROGRAMS AND POLICIES, INSTITUTIONAL CHANGES TO PLANNING AND DESIGN STANDARDS

Based on the policy review conducted in Task 2, the TDG Team will develop recommendations to address institutional changes that are needed to ensure pedestrian needs are addressed throughout the development process and during roadway design and construction. This task will include the following subtasks:

Task 6.1: Recommendations for Education and Encouragement Programs

The TDG Team will prepare recommendations for programs and other efforts that are needed to support and encourage walking in Wichita, such as pedestrian safety education, driver education and awareness programs, Safe Routes to Schools programs, employer incentives, walking route maps and other similar programs. Where applicable, examples from other communities will be included in the recommendations as a resource for the City.

Task 6.2: Recommendations for Regulatory Changes

Based on the findings of Task 2.3 and subsequent discussions with City staff, the TDG Team will recommend pedestrian-related elements of development regulations. Recommendations will be focused on policy changes needed to ensure the routine inclusion of pedestrian connections, sidewalks, and crossing improvements during development projects and road improvement projects that occur in the City.

Deliverables for Task 6:

- Technical memorandum summarizing the results of this task.

TASK 7. IDENTIFY POTENTIAL FUNDING SOURCES, IMPLEMENTATION STRATEGIES AND NEXT STEPS

The TDG Team will develop an implementation action plan for the City that identifies the parties responsible for implementing various aspects of the plan (infrastructure, policy and program), as well as a timeframe and funding sources for implementation. Lead agencies will be identified. The plan will identify short-, medium- and long-term priorities, as well as performance measures that will be used to measure progress in the future.

This task will include a cost analysis and funding recommendations to support plan implementation. The TDG Team has years of hands-on experience developing funding strategies at the local level and is thoroughly familiar with numerous public funding sources for pedestrian infrastructure projects, and education and awareness programs made available at the federal and state level.

Deliverables for Task 7:

- Implementation Action Plan with priorities identified.
- Memorandum outlining possible funding sources.
- Pocket calculator (Excel based) for developing planning level cost estimates for proposed pedestrian improvements.

TASK 8: DRAFT/FINAL REPORT

The TDG Team will prepare a final report that incorporates all previous deliverables generated in Tasks 2 through 7 and documents all phases of the project. The report will include a written plan document and a map of prioritized recommendations, and will fulfill the Wichita's requirements for the preparation of this Plan as established by the CDC Community Transformation Grant.

Task 8.1: Draft Report and Maps

The TDG Team will prepare a draft version of the Wichita Pedestrian Master Plan report and maps. The report will pull together the findings and public input as documented in the various memoranda and other documentation generated in Tasks 2 through 7. The Plan's recommendations will be structured to match the process for funding and implementing those recommendations. The maps will identify proposed pedestrian improvement projects, and will include analysis maps done during the planning process.

The Plan will include an action plan that identifies projects and programs that will be implemented. This schedule will include the timeframe for each recommendation as well as the agencies and organizations that are responsible for implementation. The TDG Team will work with Wichita staff to ensure they can incorporate the GIS based recommendations and data into the City's GIS system. The draft Plan documents will be distributed for review (see Chapter 3 for a description of public engagement during the Draft Plan phase).

Task 8.2: Final Report

The TDG Team will develop a final report incorporating public and agency feedback. This will be transmitted to the City for distribution to appropriate stakeholders. The TDG Team will present the final report to the Technical Advisory Committee, the project Steering Committee and up to four other stakeholder groups (e.g. Wichita District Advisory Boards, Wichita Board of Park Commissioners, the Wichita Area County Metropolitan Area Planning Commission, etc.). In order to conserve project resources and promote efficiency, the TDG Team proposes that these presentations be scheduled to reduce travel costs whenever possible.

Deliverables for Task 8:

- Draft Pedestrian Master Plan Report and Maps.
- (See Chapter 3 for public review of the Draft Plan).
- Final Pedestrian Master Plan report.

TASK 9: DELIVER FINAL DOCUMENTS

The TDG Team will transmit the final report in PDF format and the original (editable) desktop publishing format. In addition, the TDG Team will submit all GIS data, maps developed over the course of the project and other project deliverables identified in this scope. TDG will supply ten printed copies of these documents and two electronic copies on CD will be transmitted to the City for distribution.

Deliverables for Task 9:

- PowerPoint presentation and supporting handouts summarizing Pedestrian Master Plan.
- Final report and maps as defined above (two CDs and ten hard copies).

3 Public and Staff Participation

PUBLIC AND STAFF PARTICIPATION

Public and staff participation in the Wichita Pedestrian Master Plan will be an essential element of the planning process. This section of our proposal describes our approach to public and staff engagement in detail, elaborating on the tasks we will undertake to ensure an optimum level of engagement and outreach.

Wichita's focus on improving the level of satisfaction with walking conditions in the City will be an important theme for this project. A primary purpose of public and staff engagement in the Wichita Pedestrian Master Plan is to get local opinions with regard to the questions listed in the RFP, which serve as an excellent framework for these discussions:

- How can we increase the level of satisfaction related to the ease of walking in Wichita?
- How can we make walking in Wichita safer?
- What are the community needs related to walking in Wichita?
- How can we get the biggest return on our investment related to walking?
- Is there an optimal method for funding improvements related walking in Wichita?
- How can we best manage conflicts between different travel modes?
- What is the best method to design and develop pedestrian infrastructure in Wichita?
- What is the optimal way to maintain our existing pedestrian infrastructure?
- What role does land use play in making walking in Wichita easier and safer?
- What are the implications of demographic changes on walking in Wichita?
- How do we increase pedestrian accessibility in Wichita?

Resident perceptions are influenced by many issues, including the level to which residents feel part of the City's civic discourse and decision-making process, as well as the extent to which staff in various City departments are fully engaged in the Pedestrian Master Plan. As we did for the Bicycle Master Plan, the TDG Team intends to use the planning process to help generate support and momentum for the implementation of pedestrian projects and programs upon completion of the Plan.

Below are specific public and staff engagement tasks we will conduct, in partnership with the City. These activities will occur during Task 3, as described in our work plan.

Task 3.1: Agency Interviews and Technical Advisory Committee Meetings

The TDG Team will engage staff of various City departments, as well as other key stakeholders who have the ability to influence pedestrian conditions in Wichita.

As described in our work plan, we will conduct direct outreach to agency staff via one-on-one interviews during our data gathering stage (Task 2). The purpose of these interviews is discussed in more detail in our work plan. In addition, we anticipate working closely with a Technical Advisory Committee (TAC) of City staff who are knowledgeable about various planning, design, and permitting processes that impact pedestrians. The Technical Advisory Committee (TAC) will meet on a regular basis to review project progress, confirm next steps and address any issues that may have arisen. We anticipate this group will meet approximately six times over the course of the project, typically on the same day as Citizen Steering Committee meetings.

Staff will also be invited to play an active role in the public open houses that will be conducted during this task. We used this method successfully during the Bicycle Master Plan – we have found that it is important for the consultant team and staff to be seen as partners in this effort. Staff members often have insights on issues that arise during public meetings and are valuable contributors to the public engagement process.

Task 3.2: Citizen Steering Committee Meetings

The TDG Team understands that the City will appoint a Citizen Steering Committee to provide input throughout the development of this plan. The first meeting of the Citizen Steering Committee will be used to present the scope of work and project schedule, and to discuss key issues that the Plan should address. We expect committee members to bring their own experiences as pedestrians in the City of Wichita. We will ask Citizen Steering Committee members to describe their vision for the Plan, and what the Plan must accomplish in order to achieve success. This input will enable the TDG Team to craft the vision and goals of the Plan.

Subsequent meetings with the Citizen Steering Committee will be used to prepare for public open houses, provide input on plan recommendations, and review draft deliverables. We anticipate this group will meet approximately six times over the course of the project.

One strategy that we have used effectively on previous pedestrian master plans is to schedule Citizen Steering Committee meetings in different locations around the City, and to conduct a brief walking tour of the immediate vicinity prior to the meeting. This can raise awareness of different pedestrian issues in various parts of the City. We look forward to discussing this further with the City to determine if it would be feasible.

Task 3.3: Pedestrian Facility Design Training

As a part of our early outreach activities, the TDG Team will conduct a half-day training session on pedestrian safety and facility design. The purpose of the training will be to discuss pedestrian design solutions that have been used by other communities to improve pedestrian safety and comfort, including innovative strategies that have proven successful. The audience will include agency staff, consultants, and pedestrian advocates in Wichita. This training will be tailored to pedestrian issues that are common in Wichita. It will draw upon FHWA and ADA training sessions that TDG has conducted in the past, including Peter Lagerwey's Pedestrian Safety Action Plan training and the National Safe Routes to School Training Course. Peter will lead the training, which will be scheduled to coincide with a regularly scheduled project meeting to reduce travel costs.

Task 3.4: Public Open Houses

The TDG Team will convene two open house-style meetings during the project. The first open house will provide an opportunity to present the draft vision and goals for public comment and solicit input on barriers and opportunities for walking in the City. Information will be presented in a way that encourages interaction, via

stations that enable people to learn about and provide their reflections on various pedestrian treatments, mark up maps with locations for new sidewalks (and other 'along the roadway' pedestrian facilities), street crossings (signals, crosswalks and other 'across the roadway' facilities), and bus stop improvements.

For those who wish to participate, a series of photos depicting various walking conditions will be offered as an additional way to provide input. Participants will provide reflections on the desirability of each walking condition on a 10 point scale (-5 to +5) as a way to gauge the types of existing conditions to address and potential improvements to pursue. This dynamic type of public input will help inform the project going forward. The second open house will be used to present the draft plan and solicit feedback, prioritize recommended actions and confirm a roadmap for implementation. Information will be presented on a series of maps and boards, as well as a brief presentation.

In addition, the draft Plan will be posted on the Pedestrian Master Plan project website for public access at least ten days prior to the second community open house. The TDG Team will present and solicit input on the draft Plan at the second community workshop as well as at meetings with other key stakeholders.

Task 3.5: Online Community Outreach

The TDG Team proposes to supplement the public meetings with a strong online project presence that is fully interactive.

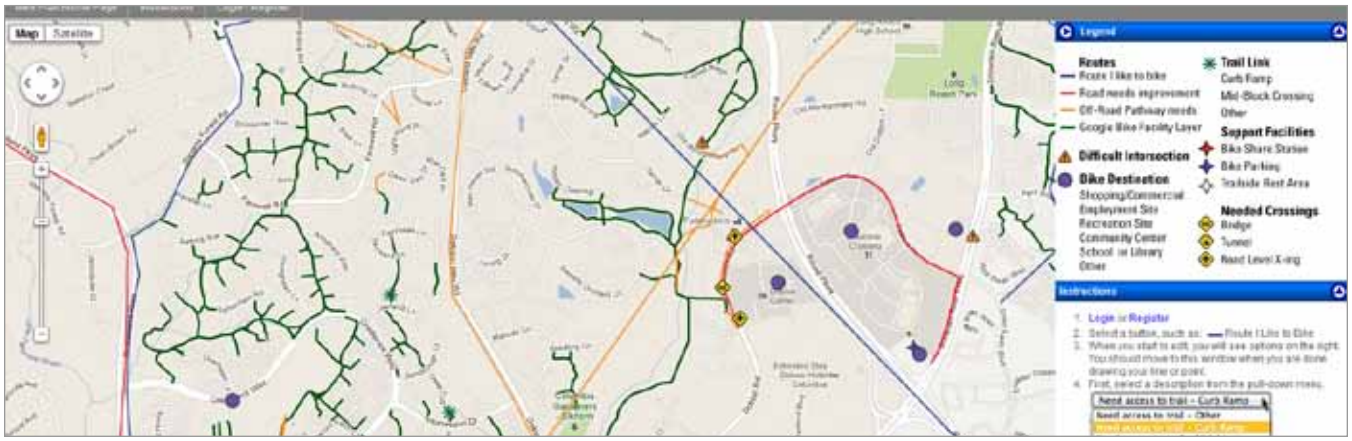
The TDG Team will use an online interactive map to collect geographically-specific information about issues affecting walking routes and conditions, such as desirable routes, missing links, maintenance issues, challenging intersections, etc.

This approach allows us to supplement conventional public outreach efforts that frequently address only the small geographic area surrounding the meeting site. It also provides a way to gain input from those who are not able to attend the public open house.

This mapping exercise will be advertised through the City's website, newspaper articles, email listservs, community health organizations, and other appropriate venues. Online project tools will also be promoted at local libraries and other locations for individuals without internet access. We have used this method successfully on a number of other plans and projects, including the Wichita Bicycle Master Plan. Map comments are easily imported into GIS for display on a map of the City, and will be incorporated into the recommendations of the Plan.

A self-selecting online questionnaire will be used early in the planning process to gain a broad level of input from residents throughout the City. Two other versions of the survey will be available to ensure access by all who wish to participate: a large print paper copy for those with vision impairments and a Spanish language online version for those who feel more comfortable responding in Spanish. The questionnaire, designed to take about 10 minutes, will include a front page which will explain the study purpose, followed by a series of questions about walking in Wichita. Respondents will be encouraged to provide information on specific locations through the online mapping.

The TDG Team will prepare a brief memorandum summarizing the key findings from this survey, noting locations that may be the subject of a field assessment and common issues that may be addressed in design guidance included in the plan.



Throughout the planning process, the TDG Team will supply content for the City's webpage for the Pedestrian Master Plan. This will include regular project updates, announcements for public open houses and online input tools, and draft plan documents.

Task 3.6: Optional Public Event – Better Block

Based on the success of a "Better Block" public outreach effort during the Bicycle Master Plan development, we have included an option to offer a pedestrian-oriented Better Block event for the Wichita Pedestrian Master Plan. This innovative type of public involvement will help to demonstrate the transformative power of good pedestrian infrastructure. We will work with the City to select a pedestrian-oriented location, such as near a school or senior living facility where a road diet and crossing improvements can be accomplished fairly easily. If the City agrees that a second Better Block event would be beneficial, we will discuss the timing and potential to re-engage people who participated in the first Better Block event.

In collaboration with stakeholder groups and the Technical Advisory Committee, the TDG Team will identify and tour potential sites. Once a site is selected, we will identify area stakeholders, conduct a training workshop and assign volunteer teams to begin mobilizing for the Better Block. We will outline the proposed street redesign for review by the City. We will guide preparation for, attend, and facilitate the Better Block project. In-kind donations will be sought for various materials needed for the Better Block, working in cooperation with area organizations affected by the chosen site.

The TDG Team will interview participants and community members as to their experience. Metrics on the success of the Better Block event will be collected and compiled into a memo.

Deliverables for Task 3:

- Technical Advisory Committee meetings (6)
- Citizen Steering Committee meetings (6)
- Meeting handouts, PowerPoint presentations, displays for stakeholder and public meetings
- Pedestrian Facility Design Training Session
- Public open house meetings (2)
- Online public input map
- Online public self-selecting survey
- Content for project website (housed on the City's website)
- Better Block event (optional)

4 Timeline

PROPOSED TIMELINE

The following table proposes a tentative schedule for efficient and timely completion of the Wichita Pedestrian Master Plan. We look forward to fine tuning this schedule with City staff and the Project Management Team.

Month (After Receiving Notice to Proceed)

Task		1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	**Project Management and Coordination**														
1.1	Project Management Plan and Schedule	■													
1.2	Project Management and Progress Reporting	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2	**Data Collection and Analysis**														
2.1	Existing Data Review and Analysis	■	■	■											
2.2	Field Review of Existing Conditions				■	■	■	■							
2.3	Policies and Practices Review	■	■	■											
3	**Public and Staff Participation**														
3.1	Agency Interview and Technical Advisory Committee Meetings	■			■		■			■		■			■
3.2	Citizen Steering Committee	■			■		■			■		■			■
3.3	Pedestrian Facility Design Training				■										
3.4	Public Open Houses				■							■			
3.5	Online Community Outreach	■	■	■	■	■	■	■	■	■	■	■	■	■	■
3.6	Optional Public Event - Better Block				■										
4	**Analyze Information and Prioritize Pedestrian Improvements**														
4.1	Detailed List of Design Treatments						■	■							
4.2	Template for Design Recommendations						■	■							
4.3	Complete Templates for Design Recommendations						■	■	■	■					
5	**Analyze Pedestrian Demand and Prioritize Pedestrian Improvements**														
5.1	Pedestrian Demand Analysis							■	■	■					
5.2	Pedestrian Focus Areas								■	■	■				
5.3	Staff Training on Ranking Criteria and Methodology											■			
6	**Programs and Policies, Institutional Changes to Planning and Design Standards**														
6.1	Recommendations for Education and Encouragement Programs								■	■	■				
6.2	Recommendations for Regulatory Changes									■	■				
7	**Identify Potential Funding Sources, Implementation Strategies and Next Steps**														
7.1	Implementation Action Plan									■	■				
7.2	Memorandum on Funding Sources										■				
8	**Draft/Final Report**														
8.1	Draft Report and Maps									■	■	■	■		
8.2	Final Report													■	■
9	**Deliver Final Documents**														
9.1	Deliver Final Documents (Report, Maps, PowerPoint)														■

5 Staffing and Costs

PROJECT STAFFING AND COSTS

The Toole Design Group Team's proposed budget estimates the staff hours for completion of the Wichita Pedestrian Master Plan within the proposed schedule.

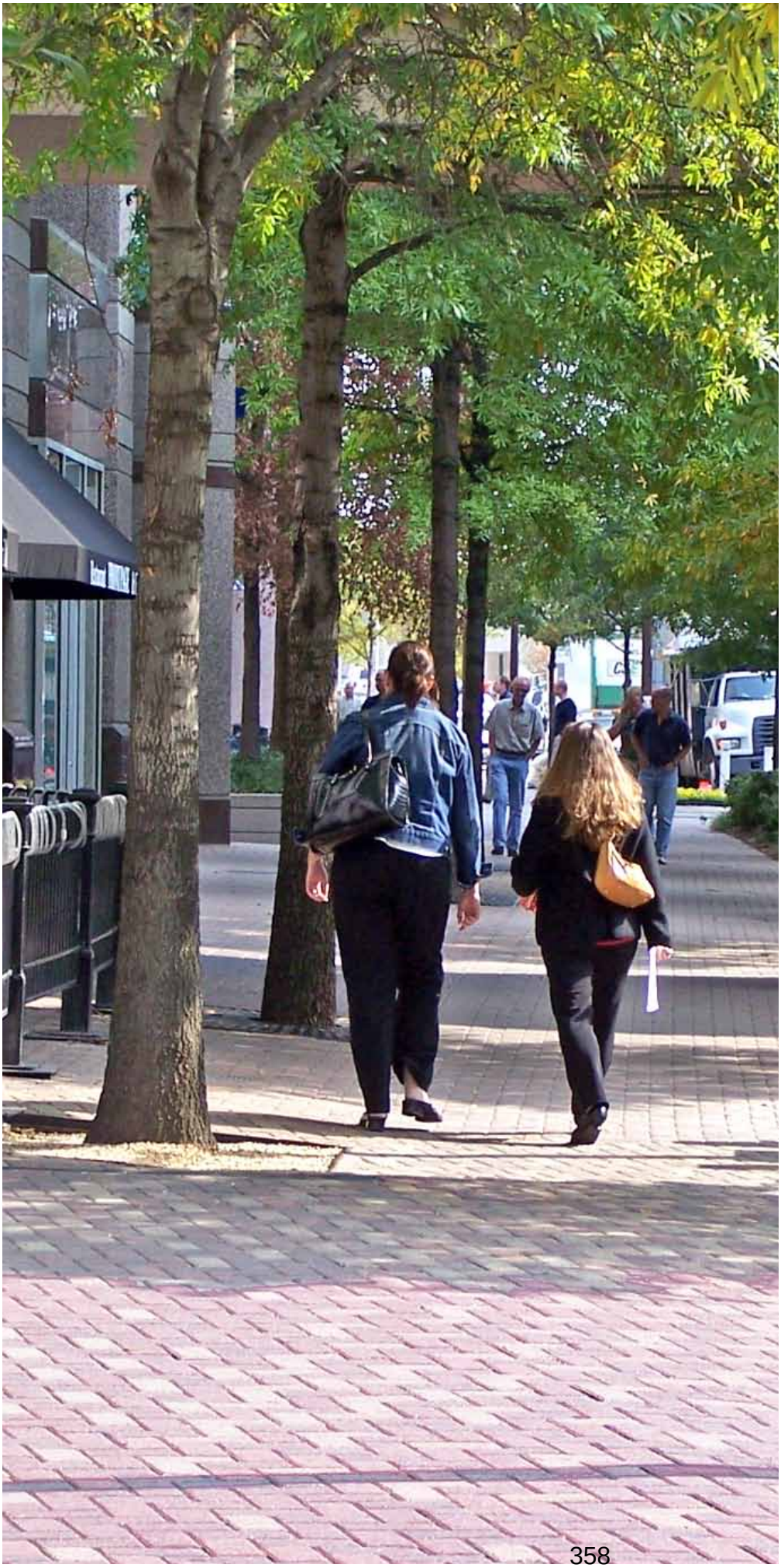
		Toole Design Group							TranSystems		Team Better Block					
	Hourly rate	$150.00	$125.00	$100.00	$150.00	$90.00	$95.00	$70.00	$270.00	$154.00	$125.00	$125.00				
		Peter Lagerwey PIC	Ciara Schlichting PM	Tony Hull DPM	Bill Schultheiss SR ENG	Gina Coffman PLNR	Michael Hintze PLNR	Sigrist, Ben GIS	Brett Letkowski SR ENG	Slade Engstrom ENG	Andrew Howard SR PLNR	Jason Roberts SR PLNR	TDG	TranSystems	Better Block	Total
Task 1	**Project Management and Coordination**															
1.1	Project Management Plan and Schedule	2	8										10	0	0	10
1.2	Project Management and Progress Reporting	14	28						8				42	8	0	50
	Subtotal Hours	16	36	0	0	0	0	0	8	0	0	0	52	8	0	60
	Subtotal Cost	$2,400.00	$4,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,160.00	$0.00	$0.00	$0.00	$6,900.00	$2,160.00	$0.00	$9,060.00
Task 2	**Data Collection and Analysis**															
2.1	Existing Data Review and Analysis		8	2		12		40		4			62	4	0	66
2.2	Field Review of Existing Conditions	4	16	16	8								44	0	0	44
2.3	Policies and Practices Review	4	12		6	25				4			47	4	0	51
	Subtotal Hours	8	36	18	14	37	0	40	0	8	0	0	153	8	0	161
	Subtotal Cost	$1,200.00	$4,500.00	$1,800.00	$2,100.00	$3,330.00	$0.00	$2,800.00	$0.00	$1,232.00	$0.00	$0.00	$15,730.00	$1,232.00	$0.00	$16,962.00
Task 3	**Public and Staff Participation**															
3.1	Agency Interviews and Technical Advisory Committee Meetings	16	48	8									72	0	0	72
3.2	Citizen Steering Committee Meetings	16	32			16		28					92	0	0	92
3.3	Pedestrian Facility Design Training	12	8										20	0	0	20
3.4	Public Open Houses	16	32			30	10	40					128	0	0	128
3.5	Online Community Outreach		4			8	25	10					47	0	0	47
3.6	Optional Public Event - Better Block*												0	0	0	0
	Subtotal Hours	60	124	8	0	54	35	78	0	0	0	0	359	0	0	359
	Subtotal Cost	$9,000.00	$15,500.00	$800.00	$0.00	$4,860.00	$3,325.00	$5,460.00	$0.00	$0.00	$0.00	$0.00	$38,945.00	$0.00	$0.00	$38,945.00
Task 4	**Analyze Information and Prioritize Pedestrian Improvements**															
4.1	Detailed List of Design Treatments	8	16			20	16						60	0	0	60
4.2	Template for Design Recommendations	4	8	8		20	8						48	0	0	48
4.3	Complete Templates for Design Recommendations	4	8			25	30			32			99	32	0	131
	Subtotal Hours	16	32	8	0	65	54	0	0	32	0	0	175	32	0	207
	Subtotal Cost	$2,400.00	$4,000.00	$800.00	$0.00	$5,850.00	$5,130.00	$0.00	$0.00	$4,928.00	$0.00	$0.00	$18,180.00	$4,928.00	$0.00	$23,108.00
Task 5	**Improvements**															
5.1	Pedestrian Demand Analysis	4	16	4			8	40					72	0	0	72
5.2	Pedestrian Focus Areas		16		24			10		56			106	56	0	162
5.3	Staff Training on Ranking Criteria and Methodology		8					20					28	0	0	28
	Subtotal Hours	4	40	4	24	0	8	70	0	56	0	0	150	56	0	206
	Subtotal Cost	$600.00	$5,000.00	$400.00	$3,600.00	$0.00	$760.00	$4,900.00	$0.00	$8,624.00	$0.00	$0.00	$15,260.00	$8,624.00	$0.00	$23,884.00
Task 6	**Programs and Policies, Institutional Changes to Standards**															
6.1	Recommendations for Education and Encouragement Programs		16			24							40	0	0	40
6.2	Recommendations for Regulatory Changes	4	8				24			16			36	16	0	52
	Subtotal Hours	4	24	0	0	24	24	0	0	16	0	0	76	16	0	92
	Subtotal Cost	$600.00	$3,000.00	$0.00	$0.00	$2,160.00	$2,280.00	$0.00	$0.00	$2,464.00	$0.00	$0.00	$8,040.00	$2,464.00	$0.00	$10,504.00
Task 7	**Steps**															
7.1	Implementation Action Plan	4	24			24		32					84	0	0	84
7.2	Memorandum on Funding Sources	8	16				24						48	0	0	48
	Subtotal Hours	12	40	0	0	24	24	32	0	0	0	0	132	0	0	132
	Subtotal Cost	$1,800.00	$5,000.00	$0.00	$0.00	$2,160.00	$2,280.00	$2,240.00	$0.00	$0.00	$0.00	$0.00	$13,480.00	$0.00	$0.00	$13,480.00
Task 8	**Draft/Final Report**															
8.1	Draft Report and Maps	12	60	16		40	24	40					192	0	0	192
8.2	Final Report	4	30			20	8						62	0	0	62
	Subtotal Hours	16	90	16	0	60	32	40	0	0	0	0	254	0	0	254
	Subtotal Cost	$2,400.00	$11,250.00	$1,600.00	$0.00	$5,400.00	$3,040.00	$2,800.00	$0.00	$0.00	$0.00	$0.00	$26,490.00	$0.00	$0.00	$26,490.00
Task 9	**Deliver Final Documents**															
9.1	Deliver Final Documents (Report, Maps, PowerPoint)	2	24	10									36	0	0	36
	Subtotal Hours	2	24	10	0	0	0	0	0	0	0	0	36	0	0	36
	Subtotal Cost	$300.00	$3,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,300.00	$0.00	$0.00	$4,300.00
	Total Hours	**138**	**446**	**64**	**38**	**264**	**177**	**260**	**8**	**112**	**0**	**0**	**1387**	**120**	**0**	**1507**
	Total Costs	**$20,700.00**	**$55,750.00**	**$6,400.00**	**$5,700.00**	**$23,760.00**	**$16,815.00**	**$18,200.00**	**$2,160.00**	**$17,248.00**	**$0.00**	**$0.00**	**$147,325.00**	**$19,408.00**	**$0.00**	**$166,733.00**

Direct Expenses			
Hotel:	20 nights	$90.00 /night	$1,800.00
Meals and incidentals:	20 days	$65.00 /day	$1,300.00
Flights:	10 flights	$450.00 /flight	$4,500.00
Parking	10 trips	$40.00 /trip	$400.00
Rental Car	20 days	$50.000 /day	$1,000.00
Display boards:	12 boards	$100.00 /each	$1,200.00
Printing budget:	1 lump sum		$1,500.00
		Total:	$11,700.00

*Project Budget does not include cost for Better Block event. If the City is interested in doing a Pedestrian-Focused Better Block, we will discuss ways to shift project budget and/or pursue other funding sources for this purpose.

Direct Expense	**$11,700.00**
Grand Total	**$178,433.00**

Toole Design Group Team Proposed Budget for the Wichita Pedestrian Master Plan
April 3, 2013



6 Project Staff

TEAM ORGANIZATION

Below is the Toole Design Group Team's organizational structure for the Wichita Pedestrian Master Plan. Our team's qualified staff of professional engineers, planners, and designers have a great deal of experience working on similar projects.

Toole Design Group : TDG
TranSystems: TS
Team Better Block: TBB

City of Wichita

Project Manager
Ciara Schlichting, AICP *(TDG)*

Principal-in-Charge, QA/QC
Peter Lagerwey *(TDG)*

Data Collection & Analysis
Gina Coffman *(TDG)*
Ben Sigrist *(TDG)*
Brett Letkowski, P.E. *(TS)*
Slade Engstrom, P.E. *(TS)*

Public Outreach
Ciara Schlichting, AICP *(TDG)*
Gina Coffman *(TDG)*
Michael Hintze, AICP, LEED AP *(TDG)*
Jason Roberts *(TBB)*
Andrew Howard *(TBB)*
Peter Lagerwey *(TDG)*

Policy & Design
Bill Schultheiss, P.E. *(TDG)*
Ciara Schlichting, AICP *(TDG)*
Peter Lagerwey *(TDG)*
John Zimmermann, P.E. *(TS)*
Tony Hull *(TDG)*

Plan Development
Ciara Schlichting, AICP *(TDG)*
Tony Hull *(TDG)*
Michael Hintze, AICP, LEED AP *(TDG)*
Peter Lagerwey *(TDG)*

Peter Lagerwey
Principal-in-Charge

TDG, 2009-Present
Seattle DOT 1984-2009

Master's of Urban Planning, University of Michigan: 1981
BA, Secondary Education, Calvin College, Grand Rapids, MI: 1975

Peter Lagerwey is the Regional Office Director for Toole Design Group in the Northwest. Peter has nearly 30 years managing high profile pedestrian and bicycle projects and programs with the City of Seattle and as a private consultant. Peter is a nationally known expert having worked on non-motorized projects and made presentations in over 230 communities across the U.S. and Canada. Most recently he was Toole Design Group's project manager for pedestrian and bicycle plans in Wichita, St. Louis, Dallas, and San Antonio. Peter is the co-author of the FHWA manual on "How to Develop a Pedestrian Safety Action Plan" and is a certified national Complete Streets trainer.

Ciara Schlichting, AICP
Project Manager

Toole Design Group: 2013-Present
Stantec: 2001-2013
Metropolitan Council Community Development Division 2000-2001
Mississippi National River and Recreation Area-Intern: 1997-1999
Sustainable Lakes Planning Project: 1997-1999

MS, Natural Resources, Science and Management, Univ. of Minnesota, Minneapolis, MN, 2000
BS, Natural Resources and Environmental Science, Univ. of Minnesota, Minneapolis, MN, 1997
American Institute of Certified Planners, #019850

Ciara Schlichting brings expertise in managing complex transportation, land use, and parks and trails projects. She is adept at facilitating public involvement efforts that engage stakeholders in meaningful ways. Ciara's primary responsibilities include project management, meeting

facilitation, planning, environmental reviews, comprehensive plans, and zoning administration. Ciara is dedicated to delivering plans that balance land use with transportation, natural resource protection, and infrastructure needs. Ciara is an avid cyclist, routinely using her bicycle for transportation, and pleasure.

Selected Project Experience

- **Minnesota Statewide Bicycle Planning Study**
  Ciara is currently the project manager for the MnDOT initiated study to reexamine all department practices and policies relating to bicycling with the aim of better integrating bikeway facility planning and implementation into its day-to-day business. Ciara facilitated meetings with MnDOT district staff, a Policy Advisory Committee and two Technical Advisory Committees and led the Stantec team that assisted MnDOT in preparing a new Statewide Bicycle Map and data management plan, bicycle related performance measures, and recommendations for improving bikeway facility planning and implementation statewide. *(with Stantec)*
- **Mississippi River Trail Bikeway**, MN
  While with a previous employer, Ciara was the project manager for Phases 1 and 2 of the MRT bikeway project. Ciara worked closely with MnDOT to provide strategic insight and direction on all project activities required to establish and market the 800-mile route including the stakeholder meetings, ride evaluations, sign plan, minimum design guidelines, sustainable management options, marketing and bicycle friendly community assistance, map book, MRT Marketing Toolbox, MRT Community Engagement Report and United States Bicycle Route System application materials. This project earned MnDOT the 2012 Innovation in Planning award from the Minnesota Chapter of the American Planning Association and the 2013 National Transportation Planning Achievement award from the American Planning Association. *(with Stantec)*
- **Three Rivers Park District – Nine Mile Creek Regional Trail**, Maple Plain, MN
  Ciara was the project manager for this voluntary environmental assessment worksheet (EAW). Stantec prepared an EAW for the Edina portion of the Nine Mile Creek Regional Trail. The EAW provided transparent, factual information about potential impacts and well-documented mitigation strategies. Ciara presented the EAW findings at public open houses and meetings of elected and appointed officials. *(with Stantec)*
- **Twin Cities Regional Bicycle System Master Study**, Minneapolis and Saint Paul, MN
  This study will assist the Metropolitan Council in preparing a bicycle component in the Regional Transportation Policy Plan and MnDOT's Metro District in preparing a District Bicycle Master Plan. Ciara's work will focus on developing and applying criteria to identify regionally significant bicycle corridors. *(with Stantec)*

Virginia "Gina" Coffman
Senior Planner

TDG, 2011-Present
City of Seattle: 2006-2011
Taylor Consulting: 2004-2005

MLA, University of Washington: 2009
BS, Zoology and Art, The Evergreen State College: 2000
Research Fellow, Chiba University Japan: 2005

Gina Coffman has over five years of on the ground experience working as a transportation planner. Her work, planning and implementing both a pedestrian and bicycle master plan, has provided her with a valuable understanding of the nuts and bolts of plan development and a truly multi-modal approach to planning and project implementation within a municipality. Her experience includes the planning, design and implementation of pedestrian and bicycle crossing improvements, pedestrian signs, walking routes, trails and Safe Routes to School.

Gina contributed to the Technical Guidance portion of the Wichita Bicycle Master Plan. She developed cross section alternatives for several roadways and drafted guidelines for a city-wide bicycle route sign system. In addition, Gina guided the City of Wichita in how to conduct bicycle counts, which they did successfully during the planning process.

William Schultheiss, P.E.
Senior Transportation Engineer

TDG, 2003-Present
Earth Tech, Inc: 1999-2002
SEA Consultants: 1998-1999
Anderson Nichols & Co. Inc.: 1996-98

Professional Engineer: DC, IL, MD, MA, MN, OH, TX, VA, WA, WI
BS, Civil Engineering, Northeastern University: 1998

Bill Schultheiss has a broad civil engineering background relating to many facets of engineering planning, design and construction. Bill is a certified National SRTS Course trainer, and has extensive experience bicycle and pedestrian safety audits. He is able to effectively communicate engineering concepts to citizens, engineers, planners, and politicians to develop the necessary buy-in to implement multi-modal solutions. Bill is a member of the Pedestrian Task Force and the Bicycle Technical Committee of the National Committee on Uniform Traffic Control Devices (NCUTCD) which keeps him on the forefront of emerging engineering practice.

Bill has worked on several citywide pedestrian plans including the San Antonio-Bexar County MPO Pedestrian Safety Action Plan, Washington, DC Pedestrian Master Plan with Design Guidelines, Charlotte Pedestrian, Durham Bike and Pedestrian Access to Transit, Philadelphia Pedestrian and Bicycle Master Plan, and the City of Raleigh Pedestrian Plan.

Michael J. Hintze, AICP, LEED® AP
Senior Planner

Toole Design Group: 2011-Present
AHBL: 2005-2011
City of Seattle Dept. of Planning & Development: 2004-2005
NW Center for Livable Communities, Univ. of Washington: 2003-2004
Georgia Department of Community Affairs, Planning & Environmental Management: 2002-2003
A Car-Free Connection to Community: 2002-2003

Master's of Urban Planning, Univ. of Washington: 2005
BS, Environmental Economics & Management, Univ. of Georgia: 1996
American Institute of Certified Planners, #023405
LEED Accredited Professional

Michael Hintze is a Senior Planner with over ten years of experience in non-motorized transportation policy and system development, land use planning and urban design. He has managed complex projects, supervised sub-consultants and played a lead role on several award-winning projects. Michael's knowledge of the latest research and best practice in pedestrian facility design stems from developing detailed pedestrian safety action plans for the cities of San Antonio, TX and Hamilton, ON, a bicycle and pedestrian master plan for Aurora, CO, and work updating key national, FHWA-sanctioned guidance on pedestrian facility design - PedSafe (an online pedestrian safety countermeasure selection tool) and the Pedestrian Safety Template Course (a template that steps local jurisdictions through the process of developing a pedestrian safety action plan). Michael has a thorough understanding of ADA requirements and the latest Public Right of Way Accessibility Guidelines.

Michael served as Senior Planner for the Wichita Bicycle Master Plan. He took a lead role in developing an on-line survey and interactive map for soliciting targeted public input. He also helped draft the Master Plan, including policy and program recommendations, developing planning-level cost estimates, and a framework of implementation strategies and performance measures.

Kristin Lohse
Landscape Designer

Toole Design Group: 2008-Present
Maryland Department of Planning: 2007-2008

Master's of Community Planning, Univ. of Maryland: 2008
BA, History, University of Arizona: 1992
American Institute of Certified Planners # 199471

Kristen has extensive experience designing graphics for pedestrian and bicycle safety improvements. She is currently working on the Saint Paul Design Manual which will include graphics and recommended best practices on a wide range of treatments including appropriate widths and materials for sidewalks; the incorporation of street trees and storm-water collection in sidewalk design; and pedestrian crossing improvements. Also included will be guidance for street lighting, the location and design of bike parking, coordination with utilities and a host of other related topics.

Kristen also has extensive experience in designing pedestrian and bicycle paths. Most recently, she served as a project manager for a six year, multi-million dollar design and construction project to re-redevelop the Burke Gilman Trail just outside of Seattle, Washington. Kristen's work included public outreach, design of the trail alignment and

cross-section, placement of retaining walls in coordination with a geotechnical engineer, planting plans, signage plans, details, trail amenities and construction contract administration. She also worked with and coordinated the efforts of storm-water engineers, traffic engineers and environmental scientists, including permitting efforts.

Tony Hull
Deputy Project Manager

TDG, 2012-Present
Transit for Livable Communities, 2008-2012
Mid-Ohio Regional Planning Commission, 2000-2007

BA, Urban and Regional Geography, The Ohio State University, Columbus, OH, 1998

Tony Hull is a multi-modal transportation planner with over a decade of experience. Most of Tony's work has concentrated on pedestrian needs and traffic calming. His work has focused on balancing transportation outcomes to foster equitable access to mobility and improve the quality of life in communities. These efforts include facilitating traffic calming in diverse communities, community engagement in the planning process, educating local staff and elected officials, and spearheading regional pedestrian planning efforts.

An example of Tony's work on pedestrian plans is his work with the City of Columbus, OH to develop a community-wide pedestrian demand network model and assessment. Tony developed the project methodology and work approach for using GIS to examine the latent demand potential for the City primary street network.

Benjamin Sigrist
GIS Coordinator

Toole Design Group: 2010-Present
Eastern Shore Regional GIS Cooperative: 2008
USC Department of Geography: 2009-2010

MS, Geography (GIS), University of South Carolina: 2010
BS, Geography (GIS), Salisbury University: 2007

Ben Sigrist is Toole Design Group's GIS Department Coordinator. He has an extensive background in Geographic Information Systems. Ben is an expert in developing GIS methodologies that measure non-motorized transportation demand, and in prioritizing infrastructure investments. He has been the GIS/Technical lead for numerous company projects including pedestrian and bicycle plans for Wichita, KS, Philadelphia, PA, Raleigh, NC, and Boston, MA.

Ben was involved in all parts of the Wichita Bicycle Master Plan development; from the data preparation, to spending significant time in the field working with existing conditions and making recommendations with the fieldwork team, to collecting those recommendations post fieldwork and displaying them on maps for community and stakeholder feedback. He assisted with recommendation phasing, cost estimates, and final deliverables.

Brett Letkowski, P.E.
Senior Engineer

Tran Systems: 1994-Present
21 Years of Experience

Professional Engineer: CO, KS, OK
BS, Civil Engineering, Univ. of Missouri, Columbia, 1992

Brett Letkowski has been with TranSystems for nearly 20 years. His experience encompasses a broad background of project and client involvement including Kansas DOT's "On-Call" and LPA Program/Contract Management, city improvements, project management, and design engineering assignments. Brett has been responsible for major modification and replacement of bridges, highways, roadways, asphalt overlay, curb and gutter, ADA sidewalk design, drainage design, utility relocation, construction documents and cost estimates.

With years of experience managing local multimodal transportation projects in Wichita, John will add to the team's local knowledge. Recently Brett served as Project Manager for a corridor revitalization plan in Wichita that included significant public input was obtained through public meetings, open houses, steering committee meetings, three sub-area advisory committees as well as MAPD staff meetings.

John Zimmermann, P.E.
LEED Green Associate
Senior Planner

Tran Systems: 2004-Present
23 Years of Experience

Professional Engineer: KS, MO
BS, Civil Engineering University of Missouri, Rolla, 1989

John Zimmermann's varied experience and his dedication to the project makes him valuable on any design or planning project, from trails to roadways to highways. His passion for sustainable, practical solutions and his willingness to try new things will add a unique dimension to your project. John is TranSystems' national leader for alternative and sustainable transportation. John is focused on incorporating both vehicular and alternative transportation when designing roadway improvements. He recently was the Project Manager and lead writer on the Missouri Livable Streets Design Guidelines.

Slade Engstrom, P.E.
Engineer

TranSystems: 2000-Present
Professional Engineer: KS, OK
BS, Civil Engineering, Kansas State University, 2003

Slade Engstrom is currently a project engineer in TranSystems' Wichita office. He began working full-time for TranSystems in 2003, following four years as an intern while in school. His experience has been in the design, drafting inspection and surveying of highway and utility projects. This experience has provided him with a well rounded understanding of the contractor and consultant fields. Following is a list of his project experience: Kansas Traffic Engineering Assistance Program (TEAP), WAMPO Traffic Count Data Collection, Maize Road - 45th - 53rd, Maize, KS, South Hutchinson Sidewalk Improvements, bike paths and bike trails in Hutchinson, and Pedestrian/Bike Path, Derby, KS.

Jason E. Roberts
Public Outreach Specialist

Co-creator of the Better Block Project
BS, Computer Science: 1999

Jason is an I/T Specialist with 15 years of experience in programming, website development, and network infrastructure planning. Jason formed a passion for transportation and urban development after a visit to Europe. In 2006, he formed the Oak Cliff Transit Authority, a non-profit organization, and developed their marketing and web presence, which lead to the City of Dallas being awarded a federal stimulus grant to reintroduce a streetcar system into the City by 2013. Jason recently spearheaded the "Better Block Project", where he organized teams of advocates to revive blighted, vacant blocks of pre-war buildings into livable, sustainable developments complete with temporary businesses, landscaping, bike lanes, and outdoor cafe seating. As a public outreach consultant, Jason specializes in translating complex engineering and planning terms and methods into easily understood messages for general public consumption.

Jason led the public outreach, and website development for Wichita's first Better Block project. His work included identifying stakeholders, and area organizations that could help facilitate implementation of lighter, quicker, and cheaper build materials for the project. Jason developed a series of online forms, surveys, and shared project management documents to allow for greater collaboration and interaction on the effort.

Andrew C. Howard, AICP
Planner

Co-creator of the Better Block Project
BA, Geography:1999

Andrew is an expert in the field of context sensitive design and complete street implementation. During his 13 years of experience, he has worked in both the public and private sectors developing such plans and designs. Andrew not only assisted in the writing of the Institute of Transportation Engineers *Recommended Practice on Context Sensitive Design for Walkable Urban Thoroughfares*, but he is putting this knowledge to work in a pioneering approach called Better Block. This game-changing planning method provides a powerful means of quickly translating community visioning into physical reality and keeps momentum for the complex elements of transportation and development reform.

Andrew worked with the City of Wichita Traffic Engineer and local community to set up a Better Block demonstration for the Wichita Bicycle Master Plan. The result of his work was greater understanding by staff and citizens of complete street ideas and a safe environment for all visitors. This experience will provide insite into setting up a similar demonstration for the Wichita Pedestrian Master Plan.

7 Team Profile

TEAM PROFILE

Toole Design Group (TDG) has a national reputation for our work in the field of pedestrian safety and access, and a great deal of experience working on pedestrian issues. We are the nation's leading planning, engineering and landscape architecture firm specializing in pedestrian and bicycle transportation.

The TDG Team offers the ideal combination of local and national expertise for the Wichita Pedestrian Master Plan. Our project experience includes pedestrian and bicycle master plans, complete streets design, pedestrian and bicycle policy and program research, traffic calming, health and environmental impact analyses, transit accessibility, Safe Routes to School planning, and a variety of other related areas. This section of our proposal describes the experience of our specialized Team, beginning with the national and local expertise of TDG.

TOOLE DESIGN GROUP

Founded in 2003, TDG is a full service planning and design firm with offices in Washington, DC, Boston, MA, Madison, WI, and Seattle, WA. TDG is a recognized national expert on pedestrian and bicycle planning. We have produced a large number community and metro area pedestrian and bicycle plans, which is experience we can call on to guide us with your plan. However, we are more than just a planning firm. We have many years of experience in designing pedestrian and bicycle facilities - experience that will be helpful as we identify and estimate the cost of projects within the identified corridors. This engineering experience also includes our knowledge of critical marking and signing language from the Manual of Uniform Traffic Control

Devices, along with our experience with the Americans with Disabilities Act guides and standards.

Our master plans yield immediate action plans that identify specific locations for improvements, and set priorities for implementation. More importantly, our planning process builds momentum among city and elected officials, advocates and the general public to ensure projects and programs move forward immediately upon completion. For example, the City of Wichita has already used the draft plan we developed for the Wichita to help secure funding for over a dozen corridor improvement projects.

TDG offers a diverse, experienced team of over 50 professionals in the fields of planning, civil engineering, landscape architecture, public health and GIS mapping. TDG has delivered successful projects for a wide variety of clients throughout the U.S. Our work includes national best practices, bicycle and pedestrian demand modeling, bicycle and pedestrian master plans, transit access planning, bicycle parking planning and design, multimodal facility design, and policy development.

Sound and Innovative Approach to Multimodal Challenges

At TDG we use a proven multimodal approach to every

project, which begins with effective transportation planning and often culminates in detailed design. Our staff understands how guidelines, standards, and best practices interrelate and affect all modes of transportation. We emphasize listening before we start our work- which increases project efficiency and client/stakeholder buy-in. Our approach emphasizes paring planners with engineers to create solutions that meet project goals while balancing the priorities of advocates and government agencies. Through our work on national, state and local research and guidelines (e.g. AASHTO Bicycle and Pedestrian Guides) and service on committees (e.g. NCUTCD, TRB), we understand flexibilities in these and associated guidelines, and how to use those flexibilities to deliver innovative solutions.

Planning Studies

TDG has managed numerous transportation master planning and concept development projects that range from corridor, trail and neighborhood, to city, regional and statewide areas. We embrace a collaborative approach with team members and client staff to effectively meet the needs of a project. The firm's past work includes pedestrian planning studies, bicycle route planning, trail master planning studies, traffic calming analysis and concept development, transit access studies, bicycle and pedestrian level of service assessments, multimodal street classification, and grant applications.

Conceptual and Final Design of Bicycle and Pedestrian Facilities

TDG's experience includes design of city streets, roads and public space with multimodal transportation facilities such as bicycle lanes, shared use paths, on-road continuations of off-road paths, bicycle parking, traffic calming treatments, special intersection treatments such as curb extensions, mid-block crossing design, and other related transportation facilities. TDG also has particular expertise in the areas of transit access, streetscape design, integrating public art, plaza design, signage design and landscape design.

Mapping and Exhibits

TDG has extensive experience using GIS and other mapping tools to develop bike and pedestrian maps to support project work and for public distribution. TDG uses the latest versions of ESRI GIS software and analytical tools. TDG also has experience using interactive online mapping to collect information from the public on problem areas, desired routes and major destinations.

Public and Stakeholder Involvement

Effective public outreach is the cornerstone of TDG's planning and design approach. TDG has a proven track record in leading public presentations, facilitating diverse stakeholder and technical working groups, preparing materials for use at public meetings, and arming project managers with effective PowerPoint presentations, maps, photo displays, photo simulations, and other large scale color graphics. Public involvement processes are tailored to the needs of each individual community and project. Our multi-disciplinary staff are highly skilled in technical matters and articulate communicators with citizens and elected officials. We specialize in translating "transportation-speak" into common English, and excel at finding ways to bring the public's concerns to the table in a constructive manner that moves projects forward.

Toole Design Group

Ciara Schlichting, AICP, Project Manager
301.927.1900 x501
cschlichting@tooledesign.com

TRANSYSTEMS

Based in Kansas City, MO, TranSystems is comprised of more than 950 professionals in 38 offices throughout the U.S. They have a strong relationship with the Kansas DOT, completing numerous planning studies, highway designs, shared-use path designs and TEAP studies across the state of Kansas. In addition, their expansive GIS group demonstrated their analytical capabilities and responsiveness on the Kansas DOT Statewide Bridge Inventory and Assessment Program.

TranSystems provides full-service Geographic Information Systems (GIS) services on a variety of projects such as scenic byway designation and implementation, freight railroad system planning and implementation, right-of-way and parcel database development, long range transportation plans, comprehensive land use plans, statewide transportation plans, transit plans, traffic operations and traffic engineering, safety related (crash/crash rates) analysis, bicycle and pedestrian systems, intermodal facilities planning, freight government studies, intelligent transportation systems, travel demand model deficiency analysis, origin to destination work trips (desire lines), scenic byway plans, customized GIS tool applications, suitability modeling, three-dimensional rendering and internet GIS solutions.

TranSystems
Brett Letkowski, P.E., Senior Engineer
316.303.3011
baletkowski@transystems.com

TEAM BETTER BLOCK

Team Better Block was founded in 2011 and temporarily re-engineers auto dominated, blighted and under-used urban areas into complete ones by working with cities, developers, and stakeholders to create quick, inexpensive, high-impact changes. The Better Block uses pop-up shops to test the local economic development potential of streets re-engineered for walkability. The project works to change the perception of an area and unlock development potential by building community pride and ownership.

Though comprehensive planning projects are necessary for most property developments, the cost, scale and long-range timelines associated with these initiatives can often lead to a loss in project momentum and frustration or lack of confidence among area stakeholders and residents. In our projects we have seen improved acceptance by city engineers, planners, designers and public safety officials of some of the most progressive measures in the urban design toolbox.

The Better Block approach has been used in over forty cities from California to New York to illustrate rapid street changes and community revitalization. These cities have reported greater understanding and urgency by elected officials, leaders and citizens for permanent change. In Dallas, the project resulted in a permanent business, Oil and Cotton and $1 million in public investment in streetscaping and public plazas. San Antonio is using the approach to guide bond projects, Memphis is replacing the typical planning process with it and Melbourne Australia is using it to incubate new businesses.

Team Better Block
Andrew Howard, AICP
214.235.7886
andrew@teambetterblock.com

8 Experience

RELEVANT EXPERIENCE

San Antonio-Bexar County Pedestrian Safety Action Plan, *San Antonio/Bexar County, TX*

Toole Design Group (TDG) led the development of a regional Pedestrian Safety Action Plan for the San Antonio-Bexar County MPO. The impetus of the project was a 2008 San Antonio-Bexar County Regional Transportation Survey that found only 25% of respondents were satisfied with walking conditions, and the top non-automobile transportation priority was increasing the availability of sidewalks and pedestrian facilities. In addition to focusing on pedestrian safety, the Plan also promotes walking through the creation of more attractive walking environments and programs encouraging walking for health, recreation and transportation.

Key elements of the project included critiquing municipal and county development standards, crossing policies and design guidelines. TDG evaluated existing pedestrian infrastructure using a combination of fieldwork and data analysis; and prioritized facility recommendations focused on improving safety, closing gaps and creating more walkable environments.

Wichita Bicycle Master Plan, *Wichita, KS*

Toole Design Group (TDG) developed a bicycle master plan for the City of Wichita. Major aspects of TDG's work included facilitating public meetings, working with a project steering committee, developing a comprehensive bicycle network and conducting a detailed field analysis of several hundred miles of on and off street facilities. TDG produced a detailed Plan that includes:

- Recommended on and off-street bicycle facilities
- Design guidance for bike lanes, shared lane markings, trail crossings, intersections, wayfinding signs and other bicycle facilities
- Recommended education, enforcement and encouragement programs targeted at reducing crashes while increasing bicycle use
- Phased implementation plan that identifies short, medium and long-term projects and programs along with performance measures for monitoring progress of Plan implementation

Community Walkability Plan , *Louisville, KY*

Toole Design Group (TDG) worked with governmental and community organizations in Louisville to develop a Community Walkability Plan. Working with Louisville's Built Environment Committee and drawing on the strength of a process that relied on public input, TDG hosted a web-based survey for all citizens to complete, and conducted a series of community workshops and Pedestrian Summit to identify elements of a plan. The final plan was organized around four themes:

- Evaluating and planning for pedestrians
- Designing with the pedestrian in mind
- Building, funding and implementing the pedestrian network
- Creating a pedestrian-friendly community

Pedestrian Plan, *Wilmington, NC*

The City of Wilmington developed a Pedestrian Master Plan to make the Port City a more walkable place for residents, workers and tourists. The project involved extensive policy analysis, pedestrian engineering and design recommendations, GIS analysis and work with a Pedestrian Master Plan Steering Committee. The planning process involved extensive engagement from stakeholders through online surveys, news features, workshops and events at public festivals and fairs.

The project included development of a methodology for prioritizing recommended pedestrian improvements throughout the City. This was supplemented by a detailed set of policy white papers on operational and design changes that the City and the North Carolina Department of Transportation will consider as they address different elements of the pedestrian network including: speed limit policy, roadway and intersection design, pedestrian signal installation and other components. The project also included the development of conceptual pedestrian improvements to three particularly challenging intersections in the City.

Pedestrian Master Plan, *Charlotte, NC*

Toole Design Group (TDG) assisted the City of Charlotte Department of Transportation with the development of their first Pedestrian Master Plan. The project included an extensive review of the City's existing codes, policies and guidelines to ensure they support pedestrian travel. Several strategies were pursued to identify specific areas in need of updates. An analysis of recent commercial and residential development in Charlotte was conducted to identify weaknesses and loopholes in implementation of the City's codes and policies. A series of interviews were held with City staff to learn about challenges in using and applying current codes and policies. In addition, TDG researched codes and policies and conducted interviews with staff from other cities across the country to identify best practices that would work well in Charlotte.

The Plan includes detailed recommendations for updating the City's codes, policies and guidelines, and also addresses key barriers to pedestrian travel, maintenance and repair of pedestrian facilities and ADA guidelines.

Bicycle & Pedestrian Master Plan, *Aurora, CO*

The City of Aurora Bicycle and Pedestrian Master Plan recommends over 160 miles of on-street bicycle facilities, as well as spot bicycle and pedestrian improvements to improve safety, connectivity, and wayfinding. Central to the Master Plan is an "Action Plan" that includes over two dozen specific actions the City should take in order to successfully implement the Plan, including changes to existing engineering policies and practices, funding, staffing, internal coordination, and education and encouragement. Actions were tailored to the City's unique circumstances and grounded in the best practices of communities across the nation who are successfully promoting bicycling and walking as viable transportation options.

City of Seattle Pedestrian Master Plan, *Seattle, WA*

Toole Design Group (TDG) assisted in the development of the City of Seattle's Pedestrian Master Plan. A major goal of the Plan was to make Seattle the most walkable city in the nation. TDG's role on the project included extensive policy analysis, development of recommendations and performance measures, GIS analysis and coordination with the Pedestrian Master Plan Advisory Group.

The planning process engaged a full range of stakeholders, including public health experts, law enforcement representatives, issue advocates, community advisors, environmental leaders, and the general public to incorporate best practices, the most current research, and innovative design strategies. TDG developed a methodology for prioritizing recommended pedestrian improvements throughout the City. The Plan included funding and phasing strategies and a timeline for the implementation of key recommendations.

After the implementation of the Pedestrian Master Plan, in 2011, Seattle was recognized as the first Platinum Level Walk Friendly Community by the Pedestrian and Bicycle Information Center.

The Philadelphia Pedestrian and Bicycle Plan, *Philadelphia, PA*

TDG assisted in the development of a Pedestrian and Bicycle Plan for the City. The project is a continuation of a Bicycle Plan that was managed by Jennifer Toole in the 1990s. The new Plan identifies and helps to prioritize strategies that will increase the number and frequency of people walking and bicycling within the City by improving connectivity, safety, convenience, and attractiveness of the networks. The Pedestrian Plan will promote a safe, comfortable, efficient, and attractive pedestrian transportation system. The Plan includes recommendations for policies, regulations, design standards, and programs that affect walking and bicycling Citywide.

Ohio Safe Routes to School Program, *Ohio Department of Transportation*

Through a contract with the Ohio Department of Transportation (ODOT), Toole Design Group (TDG) assisted the Northwest Local School District in developing the engineering study, a part of the comprehensive SRTS plan. The plan will be used to select projects and programs to be funded through the ODOT SRTS program. Key tasks included site inventorying and analysis; and development of engineering recommendations to improve connections and conditions for pedestrians and bicyclists. In addition, TDG identified possible non-infrastructure (education, encouragement, enforcement) programs and activities to boost student and parent walking and bicycling to school.

Complete Streets Trainings, *North Carolina Department of Transportation*

Toole Design Group (TDG) is developing and conducting one-day workshops and two-day courses to implement North Carolina's Complete Streets Policy, and Planning and Design Guidelines. Participants in these trainings include NCDOT engineers and planners, state engineering contractors, and local government staff. The training is highly tailored to North Carolina's Policy and Guidelines, and includes DOT engineers in the planning and instruction. The workshops, completed in the fall of 2012, were designed for policy makers and high-level decision makers to both inform them of the policy and guidelines, and to gain their participation in implementation.

Key to gaining stakeholder buy-in was the use of the panel discussion format to share information on a local successful complete streets project and to share user need perspectives offered by local citizens. TDG is participating in the development of the two-day course and will co-instruct half of the course, which will be offered in two dozen locations during 2013.

9 References

REFERENCES

We invite you to contact any of our clients profiled in this proposal regarding the quality of the Toole Design Group Team's and our staff's professional qualifications. We have highlighted several of the projects that we have worked on with similar scope and scale to that of the Wichita Pedestrian Master Plan.

San Antonio-Bexar County Pedestrian Safety Action Plan

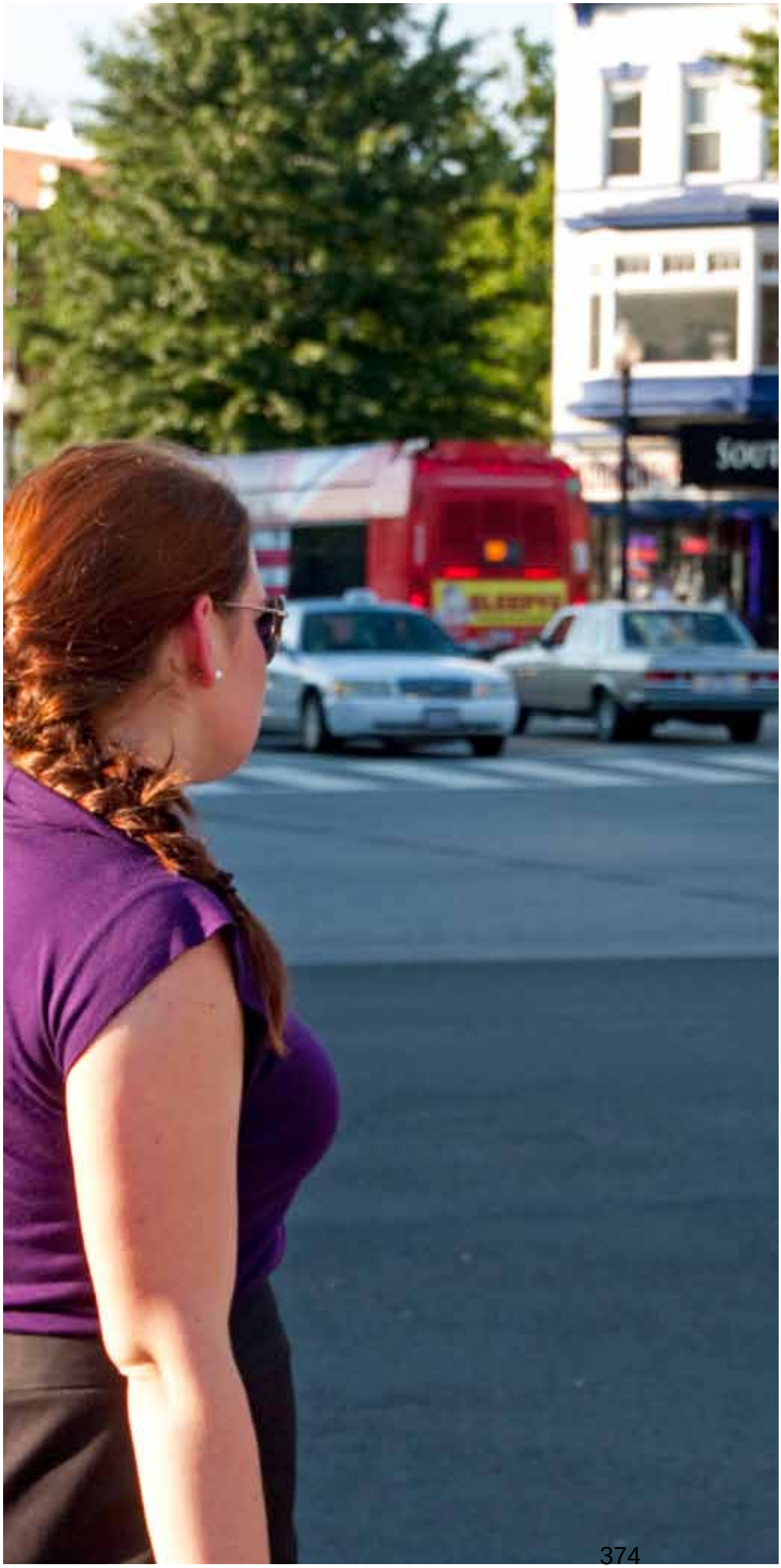
San Antonio-Bexar County MPO
Jeanne Geiger, Deputy Director
825 S. St. Mary's
San Antonio, TX 78205
210.227.8651
geiger@sametroplan.org

Charlotte Pedestrian Master Plan

Charlotte Department of Transportation
Vivian Coleman, Pedestrian Coordinator
600 East Fourth Street, 6th Floor
Charlotte, NC 28202
704.353.0481
vcoleman@ci.charlotte.nc.us

Aurora Bicycle and Pedestrian Master Plan

Planning & Development Services Department
Jay Pierce, Principal Planner
15151 E. Alameda Parkway, Ste 2300
Aurora, CO 80012
303.739.7249
jpierce@auroragov.org



10 Conflicts

CONFLICTS OF INTEREST

Toole Design Group, LLC does not have prior or existing contractual obligations with a local, federal or state agency relative to this project nor do we have as any potential conflicts of interest or a real or perceived competitive advantage relative to this procurement.

Attachments

March 27, 2013

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL NUMBER FP340015

ADDENDUM # 1

METROPOLITAN AREA PLANNING DEPARTMENT

Wichita Pedestrian Master Plan

DUE DATE: WEDNESDAY, APRIL 3, 2013 AT 5:00 P.M.

The following items have been added to the specifications and made a part of **this proposal.**

1. See attachment for Questions and Answers.
2. See attachment for Addendum #1 items.

Each vendor is required to acknowledge receipt of this Addendum by his

signature affixed hereto and to file same with and attached to this proposal.

Melinda A. Walker

Purchasing Manager

* *

The undersigned acknowledges receipt of this Addendum and the proposal submitted herewith is in accordance with the information, instruction and stipulations set forth herein

April 1, 2013

Date

Toole Design Group, LLC

Company Name

Jennifer Toole

Signature of Company Representative

Jennifer Toole, AICP, ASLA - President

Print Name of Company Representative

President

Title

ATTACHMENT 1
CERTIFICATION OF NON-RESTRICTIVE COMPETITION

PROJECT:

Roswell Eldridge being first duly sworn, deposes and says that he / she is Vice President of Toole Design Group, LLC and that all statements made and facts set out in the Proposal for the above project are true and correct; and that the Proposer (the person, firm association, or corporation making said Proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and open competition in connection with such Proposals in response to the above mentioned Request for Proposal or any contact which may result from the acceptance of said Proposal.

Affiant further certifies that the Proposer is not financially interested in, or financially affiliated with, any other Proposer for the above project.

BY _____

BY _____

BY _____

Sworn to before me this 29th day of March, 20 16

_____
(Notary Public)

JULIE E. ALBRIGHT
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
MY COMMISSION EXPIRES OCTOBER 12, 2016

JULIE E. ALBRIGHT NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD

Attachments

ATTACHMENT 2
CERTIFICATION OF POTENTIAL CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Potential CONSULTANT Toole Design Group, LLC certifies to the best of its knowledge and belief, that it and its principals;

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or The City of Wichita;

2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and

4) Have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or Local) terminated for cause of default.

Where the potential CONSULTANT is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Primary Participant Debarment and Suspension
Page 2 of 2

THE POTENTIAL CONSULTANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICIABLE THERETO.

(Signature of Authorized Official)

President
(Title)

ATTACHMENT 3
DEBARMENT AND SUSPENSION CERTIFICATION (Lower Tier Covered Transaction)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

THE PROPOSALDER OR PROPOSER, Toole Design Group, LLC CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT ON ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSALDER OR PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this 1st day of April, 2013.

By: _____
(Signature of CONSULTANT'S authorized official)

Jennifer Toole, AICP, ASLA - President
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 4
CERTIFICATION OF RESTRICTIONS ON LOBBYING
Page 1 of 2

I, Jennifer Toole, AICP, ASLA, hereby certify that I am
(Name of CONSULTANT'S Authorized Official)

authorized to execute this certification, and to the best of my knowledge after due

diligent inquiry, on behalf of Toole Design Group, LLC that:
(Name of CONSULTANT)

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement..

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Certification Restrictions on Lobbying
Page 2 of 2

THE CONSULTANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this 1st day of April, 2013.

By: _____
(Signature of CONSULTANT'S authorized official)

Jennifer Toole, AICP, ASLA - President
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 5
DBE CERTIFICATION

I, Jennifer Toole, AICP, ASLA, hereby certify to the best of my
(Name of CONSULTANT'S Official)

knowledge on behalf of Toole Design Group, LLC that:
(Name of CONSULTANT)

Toole Design Group, LLC has complied with the requirements of
(Name of CONSULTANT)

49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Department of Energy Administration.

Executed this 1st day of April, 2013.

By: _____
(Signature of CONSULTANT'S authorized official)

Jennifer Toole, AICP, ASLA - President
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 7
CONSULTANTS LIST INFORMATION
Page 1 of 2

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) ❋ CONSULTANTS and subconsultants who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: Toole Design Group, LLC

Address: 8484 Georgia Avenue, Suite 800

Silver Spring, MD 20190

Are you a DBE firm? ☒ YES ❒ NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? ❒ YES ❒ NO

How may years has your firm been in business? 10 years

What are your firm's annual gross receipts?

❒ Less than $500,000 ❒ $500,001 - $1,000,000

❒ 1,000,001 - $2,000,000 ❒ $2,000,001 - $5,000,000

☒ $5,000,001 or above

Submitted by: Jennifer Toole, AICP, ASLA - President
(Print Name)

(Signature)

President
(Title)

April 1, 2013
(Date)

Contractors List Information
Page 2 of 2

✱ A disadvantaged business firm is defined as a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over $750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 7
CONSULTANTS LIST INFORMATION
Page 1 of 2

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) ❋ CONSULTANTS and subconsultants who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: Team Better Block LLC

Address: 2139 Ft Worth Ave

Dallas TX 75211

Are you a DBE firm? ❒ YES ☑ NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? ❒ YES ❒ NO

How may years has your firm been in business? 3 years

What are your firm's annual gross receipts?

☑ Less than $500,000 ❒ $500,001 - $1,000,000

❒ 1,000,001 - $2,000,000 ❒ $2,000,001 - $5,000,000

❒ $5,000,001 or above

Submitted by: Andrew Howard
(Print Name)
Andrew Howard
(Signature)
Principal
(Title)
3/25/13
(Date)

Contractors List Information
Page 2 of 2

✱ A disadvantaged business firm is defined as a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over $750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 7
CONSULTANTS LIST INFORMATION
Page 1 of 2

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) ❋ CONSULTANTS and subconsultants who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: TranSystems

Address: 245 N. Waco, Suite 222

Wichita, KS 67202

Are you a DBE firm? ☐ YES ☒ NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? ☐ YES ☐ NO

How may years has your firm been in business? 47 years

What are your firm's annual gross receipts?

☐ Less than $500,000 ☐ $500,001 - $1,000,000

☐ 1,000,001 - $2,000,000 ☐ $2,000,001 - $5,000,000

☒ $5,000,001 or above

Submitted by: Brett Letkowski
(Print Name)

(Signature)

Principal
(Title)

March 22, 2013
(Date)

Contractors List Information
Page 2 of 2

✱ A disadvantaged business firm is defined as a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over $750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 8

CITY OF WICHITA PROCUREMENT CERTIFICATIONS

The CONSULTANT ___Toole Design Group, LLC___hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above consultant) to solicit or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

C. The Consultant has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)

D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, “Disclosure of Lobby Activities: in accordance with its instruction.

City of Wichita Procurement Certifications
Page 2 of 2

E. Conflict of Interest.

The Consultant certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board Members, family members and officers do not participate I contracts receiving funds pursuant to this agreement.

Executed this 1st day of April, 2013.

By: _____
(Signature of CONSULTANT'S authorized official)

Jennifer Toole, AICP, ASLA - President
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 9
DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20190

Check _x_ if there are workplaces on file that are not identified here.

KANSAS STATEWIDE CERTIFICATION PROGRAM

CERTIFIES

Toole Design Group, LLC

Disadvantaged Business Enterprise (DBE)/Woman Business Enterprise (WBE)

NAICS Code/Work Type(s): **541330-Engineering Services; 541990-All Other Professional Scientific and Technical Services**

7/23/2012
Effective Date

Rhonda Harris, Director
Office of Minority & Women Business
Kansas Department of Commerce

Doria Watson, Administrator
Office of Civil Rights
Kansas Department of Transportation

Toole Design Group

8484 Georgia Avenue, Suite 800
Silver Spring, Maryland 20910
p 301.927.1900 f 301.927.2800
www.tooledesign.com

Exhibit C

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

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

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit D

DELIVERABLES AND INVOICE FEES

The summary of fees by **PROJECT** component are:

Component		**Fee**
1	**Project Management Plan and Schedule**	*$9,060*
2	**Data Collection and Analysis**	*$16,962*
3	**Public and Staff Participation**	*$38,945*
4	**Analyze Information and Prioritize Pedestrian Improvements**	$23,108
5	**Improvements**	$23,884
6	**Programs and Policies, Institutional Changes to Standards**	$10,504
7	**Steps**	*$13,480*
8	**Draft/Final Report**	*$26,490*
	Deliver Final Documents	*$4,300*
Total fee for labor		*$166,733*
Direct expenses (travel, printing etc.)		$11,700
Overall fee		*$178,433*

The listing of deliverables and invoice fees for the **PROJECT** begins on the following page.

Wichita Pedestrian Master Plan

Approximate Invoice Cost for Deliverables

		Approximate Fee	Approximate Unit Cost, if applicable
Task 1	**Project Management and Coordination**		
	Project management plan and schedule	$ 1,300.00	
	Weekly project management communication and monthly progress reporting	$ 7,760.00	$554/month
	Task Cost	$ 9,060.00	
Task 2	**Data Collection and Analysis**		
	Field review and map depicting existing pedestrian conditions based on available data	$ 8,000.00	
	Technical memorandum highlighting findings from Task 2, including the analysis of existing data, reports and studies, regulatory review, agency interviews and field review of pedestrian conditions	$ 8,962.00	
	Task Cost	$ 16,962.00	
Task 3	**Public and Staff Participation**		
	Six Technical Advisory Committee meetings, including meeting materials	$ 9,200.00	$1,535/meeting
	Six Citizen Steering Committee meetings, including meeting materials	$ 9,800.00	$1,633/meeting
	Pedestrian facility design training	$ 2,800.00	
	Two public open houses, including meeting materials	$ 12,850.00	$6,425/open house
	Online public input map	$ 2,195.00	
	Online public self-selecting survey	$ 2,100.00	
	Task Cost	$ 38,945.00	
Task 4	**Analyze Information and Prioritize Pedestrian Improvements**		
	Detailed list of design treatments	$ 6,520.00	
	Template for design recommendations	$ 4,960.00	
	Complete templates for design recommendations	$ 11,628.00	
	Task Cost	$ 23,108.00	
Task 5	**Analyze Pedestrian Demand and Prioritize Pedestrian Improvements**		
	Draft and revised ranking criteria and methodology	$ 3,560.00	
	Heat map showing relative pedestrian travel demand citywide	$ 3,000.00	
	Pedestrian hot-spots map	$ 2,000.00	
	Map and list of prioritized improvements for six pedestrian focus areas	$ 12,924.00	
	Staff training on GIS-based ranking criteria and methodology	$ 2,400.00	
	Task Cost	$ 23,884.00	
Task 6	**Programs and Policies, Institutional Changes to Standards**		
	Technical memorandum that summarizes the results of Task 6, including recommendations for education and encouragement programs and regulatory changes	$ 10,504.00	
	Task Cost	$ 10,504.00	
Task 7	**Identify Funding Sources, Implementation Strategies and Next Steps**		
	Implementation Action Plan	$ 6,000.00	
	Memorandum on Funding Sources	$ 5,000.00	
	Pocket calculator for developing planning level cost estimates for proposed pedestrian improvements	$ 2,480.00	
	Task Cost	$ 13,480.00	
Task 8	**Draft/Final Report**		
	Draft Report and Maps	$ 19,580.00	
	Final Report	$ 6,910.00	
	Task Cost	$ 26,490.00	
Task 9	**Deliver Final Documents**		
	Deliver Final Documents (Report, Maps, PowerPoint)	$ 4,300.00	
	Task Cost	$ 4,300.00	
	Total Task Costs	$ 166,733.00	
	Direct Expenses	$ 11,700.00	
	Grand Total	**$ 178,433.00**	

Direct Expenses					
Hotel:	20	nights	$90.00	/night	$1,800.00
Meals and incidentals:	20	days	$65.00	/day	$1,300.00
Flights:	10	flights	$450.00	/flight	$4,500.00
Parking	10	trips	$40.00	/trip	$400.00
Rental Car	20	days	$50.000	/day	$1,000.00
Display boards:	12	boards	$100.00	/each	$1,200.00
Printing budget:	1	lump sum			$1,500.00
				Total:	$11,700.00

CITY OF WICHITA
City Council Meeting
May 21, 2013

TO: Mayor and City Council Members

SUBJECT: Historic Trust Fund Grant Project Agreement with the State Historic Preservation Office to fund roof repairs to the Fresh Air Baby Camp. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the Heritage Trust Fund (HTF) Grant Project Agreement and authorize the City Manager to sign the project agreement.

Background: Friends of the Historic Fresh Air Baby Camp (FHFABC) applied for a $90,000 Heritage Trust Fund Grant in November of 2012 and have been awarded the grant. FHFABC requested the grant funding to provide needed repairs to the original roof including the roof structure and replacement of broken and missing French interlocking clay tiles. The complete budget for the renovation project is estimated to be $190,550. FHFABC have secured donations of labor, materials and cash to ensure the project is completed according to the requirements set forth in the project agreement. The City, as the property owner, must sign the project agreement.

Analysis: The HTF grant is a 20/80 matching grant. FHBABC has $22,500 in committed donations to match the $90,000 requested in the HTF grant proposal. No cash match is required from the City of Wichita. The City's Historic Preservation Planner will serve as the project administrator for the grant.

Financial Considerations: The costs to the City will be limited to the cost of permit fees for the rehabilitation, paid from the Park and Recreation operating funds.

Legal Considerations: The project scope is within the Memorandum of Understanding executed between the City of Wichita and Friends of the Historic Fresh Air Baby Camp.

Recommendations/Actions: It is recommended that the City Council approve the Heritage Trust Fund Grant Project Agreement and authorize the City Manager to sign the project agreement.

Attachment: 2012 Heritage Trust Fund Grant Project Agreement

HERITAGE TRUST FUND GRANT PROJECT AGREEMENT

Grant Recipient: City of Wichita

Historic Property Name: Fresh Air Baby Camp Project No: HTF 2013-09

Total Project Budget $ 190,500 Total Award of HTF Monies $ 90,000

THIS AGREEMENT is hereby entered into this _____ day of _____, 2013 by and between the **City of Wichita**, (hereinafter "Grantee"), and the State of Kansas, Kansas Historical Society, State Historic Preservation Office, (hereinafter "SHPO").

WHEREAS, the Grantee has applied for and been awarded **$90,000** from the Heritage Trust Fund (HTF) for the preservation of **the Fresh Air Baby Camp**; and

WHEREAS, in order to receive these funds, the Grantee must carry out its project activities in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*; and,

WHEREAS, the Grantee shall follow all requirements in the "Heritage Trust Fund Grants Manual" prepared by the SHPO; and

WHEREAS, the parties desire to enter into an agreement setting forth these and other requirements relating to the grant.

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

A. AUTHORITY

The Grantee certifies that it has the power and authority to effect this transaction and agreement. Further, the consummation of any of the transactions contemplated by this agreement will not result in the breach of any terms or provisions of, or constitute any default under, the grant recipient's certificate of incorporation, bylaws, or any agreement to which the grant recipient is a party.

The legal description for the subject property is as follows:

BEG 1746 FT E SW COR NW1/4 N 775 FTW 1424 FT N 585 FT W 822 FT NW 256 FT W 580 FT SE ALG RIV TO PT ON SECLI E TO BEG NE1/4 SEC 18 & NW1/4 SEC 17-27-1E. Specifically the lot addressed as 1221 W Eleventh Street in Wichita, Sedgwick County, Kansas.

The grant recipient agrees to accept the award to carry out the project as approved by and under the conditions imposed by SHPO.

B. PROJECT DESCRIPTION

The grant recipient agrees:

1) That it will perform and produce the scope of work described below in accordance with all applicable plans and specifications or a completed scope of work form approved by SHPO. Such plans and specifications or scope of work form must receive approval by SHPO before any project work begins. Although work will be based on the description of work submitted with the HTF application, additional modifications may be required before the work is approved.

a) **Hire a contractor(s) to remove and store the existing clay roofing tiles, replace deteriorated decking, replace damaged rafters, eaves, and soffits to match, then re-install the original roof tiles adding in-kind replacement tiles where necessary;**

b) **Rebuild and repoint the stone chimney per guidance in Preservation Brief #2 incorporating new reglet flashing.**

2) That it will complete the activities and products described in the above scope of work in accordance with the project time schedule identified below.

March 15, 2013	Project start date
May 31, 2013	Submit draft RFP for consultant to SHPO for approval
July 15, 2013	Consultant selection complete / contract signed
September 30, 2013	Submit scope of work and invitation to bid to SHPO for approval
October 31, 2013	Project let for bid
December 31, 2013	Contractor selection complete / contract signed
March 31, 2014	Construction activity begins
June 30, 2014	Construction activity complete
July 31, 2014	Submit all closeout materials to SHPO

3) That it will submit Monthly Progress Reports to the HTF grants manager within ten days of the reported calendar month. Reports will be submitted on forms provided by SHPO and will compare planned work, schedules, expenditures, etc. with actual project progress.

4) That it will inform SHPO of any significant problems, delays, or adverse conditions, actual or anticipated, during the course of the project which will materially affect the project or cause the project to fall behind schedule. It will convey this information as soon as possible and not less often than once monthly.

5) That it will perform the activities and produce the products described above in accordance with the pertinent sections of the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. SHPO reserves the right to withhold payment, declare all or part of the work ineligible for reimbursement, or take other corrective action if the grant recipient fails to perform these activities in accordance with these *Standards*.

C. GRANT PERIOD

Starting Date: **March 15, 2013** Ending Date: **July 31, 2014**

All parties must sign this agreement before project work begins.

The Grantee must complete the project work, all reporting requirements, and must submit a properly documented request for final reimbursement by the ending date.

Grantees who are unable to complete the project work by the ending date must notify SHPO at least thirty (30) days before the ending date to formally request an extension of the project ending date (see item F. Changes and Termination for complete information on extension requests).

D. AWARD

SHPO shall award to the Grantee 80% of project costs, up to a maximum amount of **$ 90,000** from the Heritage Trust Fund. A matching share of no less than 20% (**$ 22,500**) shall be required of the Grantee. The project budget is as follows:

Roof	$150,000
Chimney	$ 5,000
Consultant	$ 4,500
Contingency	$ 31,000
Total	$190,550

E. REIMBURSEMENT

The Grantee shall pay in full all costs of the project as they become due and payable. The Grantee shall request reimbursement from SHPO only upon 100% completion of a line item identified in Section D of this contract. SHPO will withhold 10% of the grant award pending satisfactory completion of the work as described in this agreement.

SHPO will review requests for reimbursement to determine if the work for which the reimbursement is requested conforms to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, completes an item identified in the project scope of work, and corresponds to the appropriate amount of progress on the project schedule. SHPO reserves the right to withhold payment if the grant recipient falls behind schedule or if the project exhibits substandard work. SHPO will certify expenditures of the grant recipient as eligible for reimbursement only if the quality of work and the progress are acceptable. Expenditures of the Grantee will be certified for reimbursement by SHPO only if they are:

1) made in payment of an obligation incurred during the grant period;

2) part of the approved budget;

3) covered by written contracts, when appropriate, that meet all of the requirements of the Heritage Trust Fund Grants Guide; and

4) are adequately documented with purchase orders, requisitions, bills, or other evidence of liability, as well as copies of check, receipts, or other evidence of payment.

Costs incurred as necessary to the accomplishment of the grant project, but which are not part of the approved grant budget, may be reimbursed at the sole discretion of SHPO. Any requests for reimbursement received after the project ending date will be returned to the Grantee.

F. CHANGES AND TERMINATION

All changes to this grant agreement shall be described in writing and signed by SHPO and the Grantee. No other changes will be valid.

This agreement will not be terminated except by circumstances beyond the control of either SHPO or the Grantee, by mutual agreement, or by material breach of this agreement by the Grantee. Failure of the Grantee to comply with any of the terms and conditions of this agreement, except completion prior to the ending date, shall be deemed a material breach of this agreement. Upon failure of the Grantee to remedy such breach within thirty (30) days after written notice from SHPO, the State shall have each and all of the following rights and remedies:

1) All rights to demand and receive from the SHPO full refund of the grant, and

2) Each and every additional right and remedy available to the State of Kansas, either at law or in equity.

Should the Grantee fail to demonstrate progress toward meeting the schedule defined in Section B of this Project Agreement following the remedy of a breach in the contract, the contract will be terminated. Failure of the Grantee to complete this project by the ending date as noted above and as renegotiated pursuant to Section C shall also be deemed a material breach of this agreement, but without the necessity of written notice as provided in the above paragraph. In the event of such breach, the State shall have each and all of the rights and remedies set out above.

G. GENERAL CONDITIONS

The Grantee agrees that it will comply with and abide by the following general conditions of the grant.

1. CONTRACTING AND PURCHASING

The following regulations shall be followed in all purchasing and contracting under this grant project:

a. All goods and services valued under $2,000 require no special conditions but the grant recipient must make every effort to obtain the most advantageous purchase both in terms of economy and efficiency.

b. All goods and services valued over $2,000 shall be procured by written contract.

c. For personal services up to a value of $2,000 the grant recipient may select on the basis of informal discussions with qualified persons, and consideration of qualifications and availability to perform the work. Personal services are defined as all professional (architecture, engineering, and land surveying) and non-professional services including consultant and individual services.

d. For personal services valued from $2,000-$20,000 the grant recipient shall seek a minimum of three qualified vendors with whom to negotiate prior to selection and execution of a contract. The Grantee shall describe in writing its selection process and the basis of its choice of vendor using objective standards. Approval of this process by the SHPO is required prior to the awarding of any contract.

e. For goods and construction services valued from $2,000-$20,000 in a single purchase or in multiple purchases from the same vendor, the Grantee shall seek and document a minimum of three bids prior to making an award. The award shall be made to the responsive, qualified, and responsible vendor whose bid for the **described work** is the most advantageous to the project. Minimum qualifications may be established for bidders prior to bidding. Requests for bids may be withdrawn or all bids rejected when it is in the best interest of the project. Approval by SHPO is required prior to the awarding of any contract.

f. For all goods, personal services, and construction services valued over $20,000, the grant recipient shall formally advertise for sealed bids. The publishing of the notices to bidders must be carried out in accordance with the procedures defined in the Heritage Trust Fund Grant Guide. For goods, selection shall be based on objective standards described in the bid package, which results in a selection most advantageous to the grant recipient. The establishment of minimum qualifications for bidders is allowed. A written statement of the basis for selection of the chosen vendor shall be made and provided to SHPO prior to execution of the contract. Approval by SHPO is required prior to the awarding of any contract.

g. "Cost plus percentage of cost" and "percentage of construction cost" methods of contracting shall not be used under any circumstances.

h. The Grantee may, upon mutual written agreement with his contractor and SHPO, issue written modifications to the scope of the contract for construction within the general scope of work in Section B above.

i. When deviation from these purchasing and contracting regulations is necessary, such as when a good or service is only available from a single source, the grant recipient shall make a written request to SHPO for approval of an alternative method of procurement and shall receive approval in writing prior to purchasing or contracting for goods or services by an alternative method.

j. Where its own purchasing and contracting regulations are more stringent than those of the State, the Grantee shall follow its own regulations.

k. Prior to execution of an agreement or contract between the grantee and any contractor, the contractor must deliver to the grantee certificates of insurance, labor and materials payment bonds, and a performance bond. In communities where these provisions are unusual, the SHPO may choose to waive these requirements. Such waivers are at the discretion of the SHPO and are evaluated on a case-by-case basis. Grantees who accept a waiver of bonding requirements accept all risks that this choice entails.

2. CIVIL RIGHTS, DISCRIMINATION, AND EQUAL OPPORTUNITY

By signing this agreement, all Grantees certify to the State that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable.

3. CONFLICT OF INTEREST

The Grantee warrants full compliance with the Kansas Conflict of Interest Act, K.S.A. 75-4301 et seq.

4. DISCLOSURE OF INFORMATION AND RECORDS RETENTION

a. Financial records, supporting documents, statistical records, and all other records pertinent to this grant provided by the State are subject to the Kansas Open Records Act, K.S.A. 45-215 through 45-225.

b. The Grantee hereby agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the State of Kansas, whichever is sooner. SHPO, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this grant agreement the grant recipient certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

6. STATE HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST GRANTEE

The Grantee agrees that the Kansas State Historical Society and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the grant recipient hereunder and resulting solely from the negligent acts or omissions of the grant recipient, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

7. GRANTEE RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE STATE AND LOCAL CODES, RULES, REGULATIONS

The Grantee or its agents are responsible for compliance with all life safety codes, zoning regulations, and other applicable state and local codes, rules, and regulations. The Grantee is responsible for the identification and execution of all work performed under this agreement.

H. MAINTENANCE AGREEMENT

The Grantee agrees to own and maintain the property according to the following provisions beginning with the signing of this agreement and ending five years from the completion of the project as indicated by the acceptance of the completion report by the SHPO.

1. MAINTENANCE OF FUNDED WORK:

The Grantee agrees to maintain all portions of the property preserved, repaired, or restored with Heritage Trust Fund monies for the duration of the agreement.

2. MAINTENANCE:

The Grantee shall preserve and maintain said property in accordance with the approaches recommended in the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (National Park Service)

3. MAINTENANCE SCHEDULE:

The Grantee shall submit to the SHPO a schedule of property maintenance covering no less than five years from the project completion date. The maintenance schedule shall cover the entire property (not just the grant-funded portions). Upon approval of the maintenance schedule and the final project completion report the SHPO shall release the final 10% retainage to the Grantee.

4. PROTECTION:

The Grantee shall not undertake or permit to be undertaken any activity on the property which would affect the structural integrity or the architectural appearance of the property, without the express prior consent of the SHPO, by written permission signed by a fully authorized representative thereof, in addition to any necessary permit required by local authorities.

5. REPAIRS, ALTERATION, AND ADDITIONS:

All repairs, alterations, and additions to the property are subject to review by SHPO in accordance with K. S. A. 75-2724, as amended and 36 CFR Part 800, the regulations for the National Historic Preservation Act of 1966, as amended.

6. DAMAGE OR DESTRUCTION:

In the event of severe damage or total destruction to the property (defined, for purposes of this agreement, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of God, acts of the public enemy, riot or other similar casualty), this agreement shall terminate as of the date of such damage or destruction.

7. DISUSE OR NEGLECT:

SHPO may require such weatherproofing or structural repairs as may be necessary to prevent serious deterioration of the structure or the appearance of the property. After reasonable notice to and the failure of the Grantee to provide such repairs, SHPO may gain entry for workers or contractors in its employ, execute repairs, and recover the costs of such repairs through a mechanic's lien.

8. INSPECTION:

SHPO, or a duly appointed representative of the State, shall be permitted to inspect the property at reasonable times in order to ascertain if the above conditions are being observed.

9. NON-COMPLIANCE:

In the event of a violation of this agreement, and in addition to any remedy now or hereafter provided by law, SHPO may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of the property to its condition at the time of this agreement, or condition at the time of the most recent satisfactory SHPO inspection. SHPO may choose to recapture the grant funds in their entirety rather than order the restoration of the property. This decision would be made at the discretion of the State. SHPO shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

10. RIGHTS NOT WAIVED

The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

11. AMENDMENTS

This agreement may be amended or released only by mutual written consent between the contracting parties.

I. SPECIAL TERMS AND CONDITIONS

1. SHPO agrees to:

   a. Review all project plans and specifications within thirty days of receipt only for conformance with the Secretary of the Interior's *Standards*. SHPO will advise the grant recipient when proposed work would not meet the *Standards* and will offer advice for alterations to the proposals to achieve conformance with the *Standards*;

   b. Provide technical assistance as necessary on all aspects of the project work;

   c. Offer assistance to project personnel concerning the selection of an architect; and

   d. Process requests for reimbursement promptly and in accordance with the requirements of this agreement.

2. Other special terms and conditions follow:

   a. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that SHPO shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

   b. RETENTION OF PROPERTY: If ownership of real property is not maintained by the Grantee (or a designated heir, in the case of the Grantee's death) from the date of signing this contract until one year after the project is completed, the HTF grant funds must be repaid in full. For properties held between one and five years after the project is completed, the grant recapture amount is reduced by twenty percent per year. Transfers of property during the course of the HTF grant will result in a full recapture of grant funds unless the transfer is approved in writing by the SHPO.

   c. PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE: When issuing press releases, official statements, or documents that describe the project funded by the Heritage Trust Fund, a credit line must be included that reads: "This project is (was) partially supported by a Heritage Trust Fund grant from the Kansas Historical Society."

   d. PROJECT SIGNS: All projects must acknowledge state assistance by means of a temporary but prominently displayed project sign. The sign will be provided by the SHPO and must be returned at the end of the project.

e. PROOF OF OWNERSHIP: Upon request by SHPO, the Grantee shall provide evidence of current proof of ownership of the property through a title search initiated after the execution of this Agreement or through submission of evidence of current title insurance. The cost of the title search shall be a reimbursable expense under the terms of the grant described in section E. above. A maximum amount of one hundred dollars ($100.00) in Heritage Trust Fund monies will be reimbursed for the execution of the title search. Any costs in excess of one hundred dollars will be the sole responsibility of the Grantee. Failure to demonstrate clear ownership of the property will result in immediate termination of this grant agreement.

f. CONTRACTUAL PROVISIONS ATTACHMENT: The provisions found in the Contractual Provisions Attachment (form DA-146a), which is attached hereto and executed by the parties of this agreement, are hereby incorporated in this contract and made a part hereof.

g. REHABILITATION TAX CREDITS: The Grantee assumes responsibility for obtaining, completing, and submitting all necessary forms and documentation in order to apply for federal and/or Kansas rehabilitation tax credits for the project associated with this agreement. The Grantee shall comply with the governing codes, statutes, and regulations for those tax credit programs. The Grantee agrees that any approval of project plans, specifications, or scope of work for purposes of the Heritage Trust Fund grant program will not constitute an automatic approval of tax credit application forms. The Kansas rehabilitation tax credit program requires approval of the appropriate application forms before construction work begins.

J. MISCELLANEOUS

1. This Agreement shall not be assignable by the Grantee without the approval of SHPO. All of these terms and provisions hereof shall be applicable to and binding upon the heirs, successors, assigns, legal representatives, or estates of the parties hereto.

2. This Agreement is made and shall be governed by and construed in accordance with the laws of the State of Kansas and any applicable Federal statutes and regulations.

In witness whereof, the parties have executed this project agreement.

_____	_____
Grantee	Executive Director - Kansas State Historical Society "SHPO"
_____	*Jennie Chinn*
Typed or Printed Name and Title of Signatory	Typed Name of Executive Director

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Agenda Item No. II-14

CITY OF WICHITA
City Council Meeting
May 14, 2013

TO: Mayor and City Council Members

SUBJECT: Settlement of Claim – Loper C-I Electric Company

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $13,642.84 as a full settlement for all claims arising out of an automobile accident.

Background: This claim arose from an April 2, 2013 automobile accident involving a Fire Department vehicle driven by a firefighter employed by the City. The claimant's utility van involved in the accident was determined to be a total loss.

Analysis: The claimant has offered to accept a lump sum payment of $13,642.84 as reimbursement for the damaged utility van in the claim against the City. Because of the risk of an adverse judgment if it went to trial, the Law Department recommends acceptance of the offer.

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

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: It is recommended that the City Council authorize payment of $13,642.84 as a full settlement of all possible claims which were made or could have been made in the claim.

Attachments: None.

Second Reading Ordinances for May 21, 2013 (first read on May 14, 2013)

A. <u>Public Hearing and Approval of Acquisition Financing of Via Christi Health System, Inc. by Ascension Health, Correction to Bond Indenture and IRB Purchase Option</u> (Districts II, III, V and VI)

ORDINANCE NO. 49-498

An ordinance authorizing the City of Wichita, Kansas to execute a first supplemental and corrective bond indenture by and between the City and the Bank of New York Mellon Trust Company, N.A., as bond trustee.

B. <u>SUB2013-00007 -- Plat of Absolute Natural Stone Addition located on the south side of Kellogg, west of 127th Street East</u> (District II)

ORDINANCE NO. 49-499

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.

Agenda Report No. II-16.

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: ZON2013-00004 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located on the southwest side of Zoo Boulevard and Illinois Street, south of 10th Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, as a consent item (9-0).

DAB VI Recommendation: Approve (unanimously)

MAPD Staff Recommendation: Approve.

Background: The applicant is requesting TF-3 Two-Family Residential ("TF-3") zoning on the SF-5 Single-Family Residential ("SF-5") zoned Lot 2, Block 5, Golden Gardens Addition. The applicant proposes to develop the site, located on the southwest side of Zoo Boulevard and Illinois Street, with a duplex. There is a garage on the site which may or may not stay on the site. A garage without a residence located on the site is a storage warehouse, which is not a permitted use for the SF-5 or TF-3 zoning district. Per the Unified Zoning Code ("UZC"), the TF-3 zoning district requires a minimum lot size of 6,000-square feet with a minimum width of 35 feet for a duplex. The applicant's 9,454-square foot (60-foot – 49.5-foot/13-foot x 160-foot) site exceeds these minimum requirements.

The SF-5 site is located on the short, irregular shaped block of unimproved Illinois Street. Illinois intersects at an angle with the arterial street Zoo Boulevard on its north side and the collector street, 9th Street on its south side. The front yard of the site is exposed to the vehicular traffic traveling on the northwest – southeast Zoo Boulevard. The site's block is a mix of SF-5 zoned single-family residences (1920-1986) and an outdoor playground for a daycare and B Multi-Family Residential ("B") zoned four-plexes (1940) and a parking lot for a DER or Tavern. Abutting or adjacent to the west of the site are LC Limited Commercial ("LC") zoned tire sales, retail, office strip, day care and a DER or Tavern. North of the site and across Zoo Boulevard, a section of the City's bike path and rail road right-of-way are TF-3 zoned single-family residences.

Analysis: At the MAPC meeting held April 18, 2013, the MAPC voted (9-0) to approve the request as a consent item. At the DAB VI meeting held May 6, 2013, the DAB voted, unanimously, to approve the requested zoning. There were no citizens who spoke against the request at the MAPC or DAB meetings. Planning has received no phone calls protesting the request. There have been no valid protest petitions filed with the City Clerk.

Financial Considerations: There are no financial considerations in regards to the zoning request.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

Attachments:
- Ordinance
- MAPC minutes
- DAB memo

OCA 150004

ORDINANCE NO. 49-503

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00004

Zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on an approximately 0.21-acre property described as:

Lot 2, Block 5, Golden Gardens Addition, Wichita, Sedgwick County, Kansas; generally located on the southwest side of Zoo Boulevard and Illinois Street, south of 10th Street North.

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

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

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE APRIL 18, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2013-04 - K-2 Properties, c/o Kirk Richards (applicant/owner) request a City zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

Lot 2, Block 5, Golden Gardens Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting TF-3 Two-Family Residential ("TF-3") zoning on the SF-5 Single-Family Residential ("SF-5") zoned Lot 2, Block 5, Golden Gardens Addition. The applicant proposes to develop the site, located on the southwest side of Zoo Boulevard and Illinois Street, with a duplex. There is a garage on the site which may or may not stay on the site; this is not a permitted use for the SF-5 or TF-3 zoning district. Per the Unified Zoning Code ("UZC"), the TF-3 zoning district requires a minimum lot size of 6,000-square feet with a minimum width of 35 feet for a duplex. The applicant's 9,454-square foot (60-foot – 49.5-foot/13-foot x 160-foot) site exceeds these minimum requirements.

The SF-5 site is located on the short, irregular shaped block of unimproved Illinois Street. Illinois intersects at an angle with the arterial street Zoo Boulevard on its north side and the collector street, 9th Street on its south side. The front yard of the site is exposed to the vehicular traffic traveling on the northwest – southeast Zoo Boulevard. The site's block is a mix of SF-5 zoned single-family residences (1920-1986) and an outdoor playground for a daycare and B Multi-Family Residential ("B") zoned four-plexes (1940) and a parking lot for a DER or Tavern. Abutting or adjacent to the west of the site are LC Limited Commercial ("LC") zoned tire sales, retail, office strip, day care and a DER or Tavern. North of the site and across Zoo Boulevard, a section of the City's bike path and Rail Road right-of-way are TF-3 zoned single-family residences.

CASE HISTORY: The site is platted as Lot 2, Block 5, Golden Gardens Addition, recorded December 18, 1929. The City's GeoZone map's aerial shows the site to have the garage on it since at least 1997.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, TF-3	Single-family residences
SOUTH:	SF-5, B	Single-family residences, day care playground, parking lot
EAST:	B, SF-5	Four-plexes, single-family residences
WEST:	LC	Tire sales, retail, office strip, day care, a DER or Tavern

PUBLIC SERVICES: Illinois Street is an unimproved local residential street at this location. Zoo Boulevard is a paved four-lane arterial street with center turn lanes at this location. 9th Street is a paved two-lane collector street at this location. All public services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The '2013 Land Use Guide of the Comprehensive Plan' identifies the site as "Urban Residential." The Urban Residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZC identifies TF-3 zoning as being generally compatible with the urban residential category.

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

This recommendation is based on the following findings:

(1) **<u>The zoning, uses and character of the neighborhood</u>**: The SF-5 site is located on the short, irregular shaped block of unimproved Illinois Street. Illinois intersects at an angle with the arterial street Zoo Boulevard on its north side and the collector street, 9th Street on its south side. The front yard of the site is exposed to the vehicular traffic traveling on the northwest – southeast Zoo Boulevard. The site's block is a mix of SF-5 zoned single-family residences (1920-1986) and an outdoor playground for a daycare and B Multi-Family Residential ("B") zoned four-plexes (1940) and a parking lot for a DER or Tavern. Abutting or adjacent to the west of the site are LC Limited Commercial ("LC") zoned tire sales, retail, office strip, day care and a DER or Tavern. North of the site and across Zoo Boulevard, a section of the City's bike path and Rail Road right-of-way are TF-3 zoned single-family residences.

(2) **<u>The suitability of the subject property for the uses to which it has been restricted</u>**: The site is currently zoned SF-5 and could be developed with a single-family residence. Its close proximity to the arterial Zoo Boulevard exposes the front yard to Zoo's vehicular traffic without any visual buffer and a minimum of physical space. This proximity to Zoo makes the site less attractive for single-family residential development.

(3) **<u>Extent to which removal of the restrictions will detrimentally affect nearby property:</u>** Impact will be minimal, as a duplex will not be out of character with the area, which has two four-plexes located east of the site, across Illinois Street. A duplex on the site is preferably to allowing the site to remain vacant.

(4) **<u>Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:</u>** Approval of the request would allow more opportunity for residential development on a site that appears to have been vacant (with the exception of the non-conforming garage) since at least 1997.

(5) **<u>Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:</u>** The '2013 Land Use Guide of the Comprehensive Plan' identifies the site as "Urban Residential." The Urban Residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZC identifies TF-3 zoning as being generally compatible with the urban residential category.

(6) **<u>Impact of the proposed development on community facilities:</u>** All services are in place. The main impact will be on this short, unimproved section of Illinois Street by the additional vehicular traffic generated by the development on the subject site. Traffic will be generated by a duplex instead of a single-family residence. Any other increased demands on community facilities can be handled by current infrastructure.

BILL LONGNECKER, Planning Staff presented the Staff Report.

<u>MOTION:</u> To approve subject to staff recommendation.

KLAUSMEYER moved, **B. JOHNSON** seconded the motion, and it carried (9-0).

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: **ZON2013-00004** Request for a TF-3 Two-Family Residential ("TF-3") zoning on property zoned SF-5 Single-Family Residential ("SF-5") zoning, Generally located on the southwest side of Zoo Boulevard and Illinois Street, south of 10th Street North

DATE: May 7, 2013

On Monday May 6, 2013 the District VI Advisory Board (DAB) considered a request for a TF-3 Two-Family Residential ("TF-3") zoning on property zoned SF-5 Single-Family Residential ("SF-5") zoning, Generally located on the southwest side of Zoo Boulevard and Illinois Street, south of 10th Street North

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

The Board asked/made the following questions/comments:

- I didn't notice if a sign for this request was ever posted.

There were no public to speak in favor or opposition of this request.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council **Approval** (**7-0**) for the zone change **,** subject to the findings listed in the staff report.

Please review this information when **ZON2013-00004** is considered.

mtd

Agenda Report No. II-17

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

SUBJECT: ZON2013-00005 and CON2013-00007 – City zone change from Neighborhood Office ("NO") to GO General Office ("GO"), with a Conditional Use for a bank or financial institution; generally located north of 13th Street North on the west side of Webb Road. (District II)

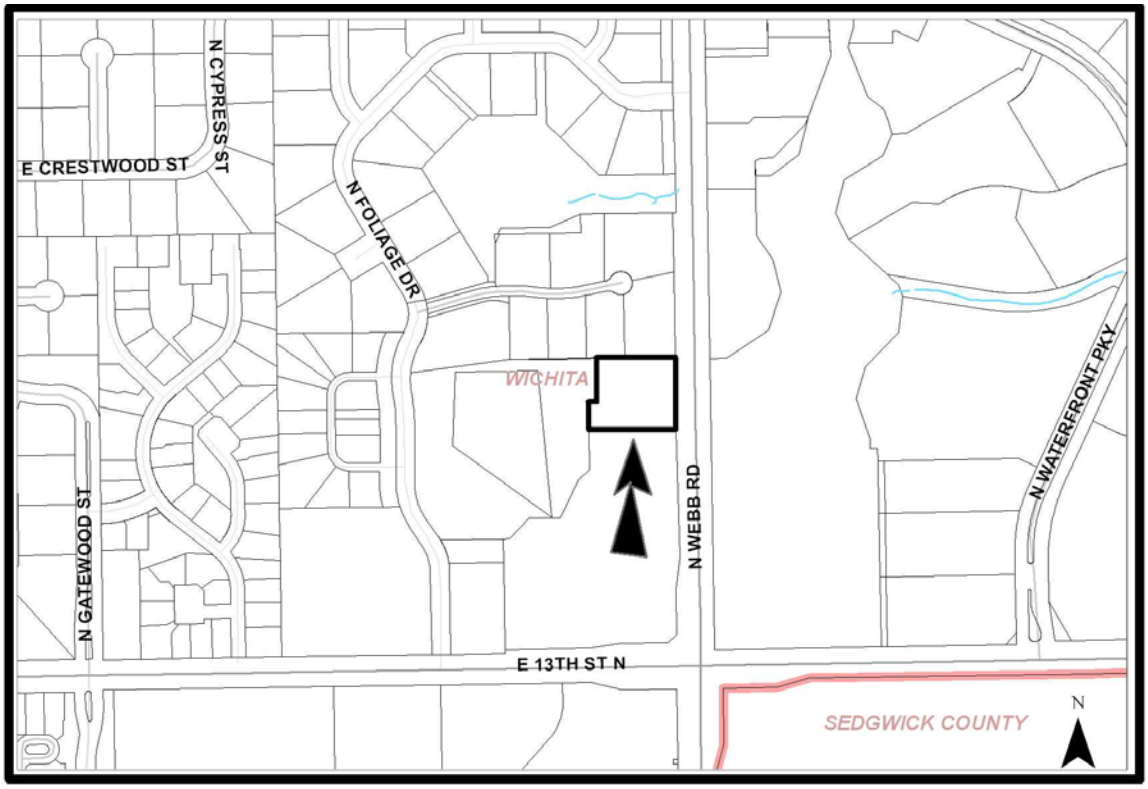
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (9-0).

DAB II Recommendation: Approve (unanimously)

MAPD Staff Recommendation: Approve.



Background: The applicants are requesting GO General Office ("GO") zoning with a Conditional Use for a bank on the undeveloped, platted, NO Neighborhood Office ("NO") zoned 1.39-acres located north of 13th Street North, on the west side of Webb Road. Banks are not a permitted use in the NO zoning district. Banks can be considered in the GO zoning district with a Conditional Use.

Property located south of the site is undeveloped and zoned LC Limited Commercial ("LC") with a Community Unit Plan ("CUP") overlay DP-282. Property abutting the north and west sides of the site are SF-5 Single-Family Residential ("SF-5") zoned single-family subdivisions. The subdivisions are gated with private streets and CUP overlays. There is a wall separating the site from the abutting north and west residential development, as well as a landscape berm along a portion of the abutting west residential development. Property located east of the site, across Webb Road, is zoned LI Limited Industrial ("LI") and is developed around a retired sand pit as the 'Waterfront's' mix of restaurants, retail buildings, office buildings and a hotel/motel.

Analysis: At the MAPC meeting held April 18, 2013, the MAPC voted unanimously (9-0) to approve the requested GO zoning and the Conditional Use, with the following conditions:

1. Roof-mounted equipment, trash receptacles, ground level heating, air conditioning and mechanical equipment shall be screened from ground level view along Webb Road and any residentially zoned property.
2. A 12-foot wide landscape buffer shall run parallel to the site's west and north property line, where it abuts residential zoning. The buffer may be narrower on the east most portion of the north side to allow a drive onto the site; this will be as reviewed and approved by the Planning Director. Landscaping shall be 1.5 times the Landscape Ordinance. No lights or trash receptacles allowed within the landscape buffer.
3. The maximum building height shall be 35 feet. The predominate building material will be a mix of architectural block that will break up the surface of the building(s).
4. Pole lights shall be a maximum height of 15 feet, including fixtures, lamps and base. All lighting shall be shielded to direct light disbursement in a downward direction and away from residential areas/zoning.
5. Signs shall be a monument type; otherwise all signs shall be as permitted in the NO zoning district. No off-site, billboard, temporary or portable signs shall be permitted. No LED signs.
6. The site shall be developed in general conformance with the approved site plan.
7. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

At the DAB II meeting held May 6, 2013, the DAB voted, unanimously, to approve the requested zoning. There were no citizens who spoke against the request at the MAPC or DAB meetings. Planning has received no phone calls protesting the request. There have been no valid protest petitions filed with the City Clerk.

Financial Considerations: There are no financial considerations in regards to the zoning request.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the zone change and the Conditional Use subject to the recommended conditions, authorize the Mayor to sign the ordinance and the resolution and place the ordinance establishing the zone change on first reading (simple majority required).

Attachments:

- Ordinance
- Resolution
- MAPC minutes
- DAB memo

OCA 150004

ORDINANCE NO. 49-504

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00005

Zone change from Neighborhood Office (“NO”) to General Office (“GO”) on an approximately 1.39-acre property described as:

Lot 1, Block 1, Foliage Center 2nd Addition, Wichita, Sedgwick County, Kansas; generally located north of 13th Street North, on the West side of Webb Road.

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

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

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

RESOLUTION No. 13-086

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A BANK OR FINANACIAL INSTITUTION ON APPROXIMATELY 1.39-ACRES ZONED GO GENERAL OFFICE ("GO"), GENERALLY LOCATED NORTH OF 13TH STREET NORTH, ON THE WEST WEBB ROAD, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow a Bank or Financial Institution, on approximately 1.39-acres zoned GO General Office ("GO") legally described below:

Case No. CON2013-00007

A Conditional Use to allow a Bank or Financial Institution, on approximately 1.39-acres zoned GO General Office ("GO") described as:

Lot 1, Block 1, Foliage Center 2nd Addition, Wichita, Sedgwick County, Kansas; generally located north of 13th Street North, on the west Webb Road.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. Roof-mounted equipment, trash receptacles, ground level heating, air conditioning and mechanical equipment shall be screened from ground level view along Webb Road and any residentially zoned property.
2. A 12-foot wide landscape buffer shall run parallel to the site's west and north property line, where it abuts residential zoning. The buffer may be narrower on the east most portion of the north side to allow a drive onto the site; this will be as reviewed and approved by the Planning Director. Landscaping shall be 1.5 times the Landscape Ordinance. No lights or trash receptacles allowed within the landscape buffer.
3. The maximum building height shall be 35 feet. The predominate building material will be a mix of architectural block that will break up the surface of the building(s).
4. Pole lights shall be a maximum height of 15 feet, including fixtures, lamps and base. All lighting shall be shielded to direct light disbursement in a downward direction and away from residential areas/zoning.
5. Signs shall be a monument type, otherwise all signs shall be as permitted in the NO zoning district. No off-site, billboard, temporary or portable signs shall be permitted. NO LED signs.
6. The site shall be developed in general conformance with the approved site plan.
7. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

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

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

May 21st, 2013.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE APRIL 18, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2013-05 and CON2013-07- Beech Lake Investment (applicant/owner) and MKEC c/o Gene Rath (agent) request a City zone change request from NO Neighborhood Office to GO General Office, with a Conditional Use for a bank on property described as:

Lot 1, Block 1, Foliage Center 2nd Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicants are requesting GO General Office ("GO") zoning with a Conditional Use for a bank on the undeveloped, platted, NO Neighborhood Office ("NO") zoned 1.39-acres located north of 13th Street North, on the west side of Webb Road. Banks are not a permitted use in the NO zoning district. Banks can be considered in the GO zoning district with a Conditional Use.

Property located south of the site is undeveloped and zoned LC Limited Commercial ("LC") with a Community Unit Plan ("CUP") overlay DP-282. Property abutting the north and west sides of the site are SF-5 Single-Family Residential ("SF-5") zoned single-family subdivisions. The subdivisions are gated with private streets and CUP overlays. There is a wall separating the site from the abutting north and west residential development, as well as a landscape berm along a portion of the abutting west residential development. Property located east of the site, across Webb Road, is zoned LI Limited Industrial ("LI") and is developed around a retired sand pit as the 'Waterfront's' mix of restaurants, retail buildings, office buildings and a hotel/motel.

CASE HISTORY: The City Council approved ZON2008-00004 changing the zoning of the site from SF-5 to NO at their March 25, 2008, meeting, subject to platting. The property is platted as Lot 1, Block 1, Foliage Center 2nd Addition, recorded April 9, 2008. The City's GeoZone aerials show the site to be undeveloped since at least 1997.

ADJACENT ZONING AND LAND USE:

NORTH: SF-5	Single-family residential
SOUTH: LC	Undeveloped land
EAST: LI	Restaurants, retail, office
WEST: SF-5	Single-family residential

PUBLIC SERVICES: Both Webb Road and 13th Street North are four-lane arterials with center turn lanes. All services are available at this location.

CONFORMANCE TO PLANS/POLICIES: The '2013 Land Use Guide of the Comprehensive Plan' (Plan) identifies the site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZC identifies GO zoning as appropriate for office development and generally compatible with the "local commercial" or "regional commercial" categories of the Plan. The prior approval of ZON2008-00004 changed the zoning of the site from SF-5 to NO and effectively removed the site form the urban residential category.

RECOMMENDATION: Based on the information available prior to the public hearing, planning staff recommends that the request for GO zoning with a Conditional Use for a bank/financial institution be APPROVED, subject to the following conditions:

1. Roof-mounted equipment, trash receptacles, ground level heating, air conditioning and mechanical equipment shall be screened from ground level view along Webb Road and any residentially zoned property.

2. A 15-foot wide landscape buffer shall run parallel to the site's west and north property line, where it abuts residential zoning. Landscaping shall be 1.5 times the Landscape Ordinance. No lights or trash receptacles allowed within the landscape buffer.
3. The maximum building height shall be 35 feet. The predominate building material will be a mix of architectural block that will break up the surface of the building(s).
4. Pole lights shall be a maximum height of 15 feet, including fixtures, lamps and base. All lighting shall be shielded to direct light disbursement in a downward direction and away from residential areas/zoning.
5. Signs shall be a monument type, otherwise all signs shall be as permitted in the NO zoning district. No off-site, billboard, temporary or portable signs shall be permitted. NO LED signs.
6. The site shall be developed in general conformance with the approved site plan.
7. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property located south of the site is undeveloped and zoned LC Limited Commercial ("LC") with a Community Unit Plan ("CUP") overlay DP-282. Property abutting the north and west sides of the site are SF-5 Single-Family Residential ("SF-5") zoned single-family subdivisions. The subdivisions are gated with private streets and CUP overlays. There is a wall separating the site from the abutting north and west residential development, as well as a landscape berm along a portion of the abutting west residential development. Property located east of the site, across Webb Road, is zoned LI Limited Industrial ("LI") and is developed around a retired sand pit as the 'Waterfront's' mix of restaurants, retail buildings, office buildings and a hotel/motel.

2. **The suitability of the subject property for the uses to which it has been restricted:** The site has remained undeveloped since at least 1997, with its zoning progressing from SF-5, to NO and, if approved, GO. The GO zoning allows more opportunities for development in an area that has experienced significant non-residential development since 2004-2006.

2. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The conditions of the Conditional Use will help minimize the impact of the development.

3. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The '2013 Land Use Guide of the Comprehensive Plan' (Plan) identifies the site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZC identifies GO zoning as appropriate for office development and generally compatible with the "local commercial" or "regional commercial" categories of the Plan. The prior approval of ZON2008-00004 changed the zoning of the site from SF-5 to NO and effectively removed the site form the urban residential category.

4. **Impact of the proposed development on community facilities:** The relative small size of the site and the development permitted by the GO zoning will mean that impact on community facilities will be minimal.

BILL LONGNECKER, Planning Staff presented the Staff Report. He referred to the top of Page 3 of the Staff Report. He said the landscape buffer has been changed from 15 feet to 12 feet. He said it will be smaller on the east side of the property to allow for a drive.

GENE RATH, MKEC ENGINEERING, AGENT FOR THE APPLICANT said they are in agreement with staff comments. He mentioned that there are existing walls on the north and west sides of site already in place that provide screening and separation from residential zoning.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **GOOLSBY** seconded the motion, and it carried (9-0).

Agenda Item No. II-18

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

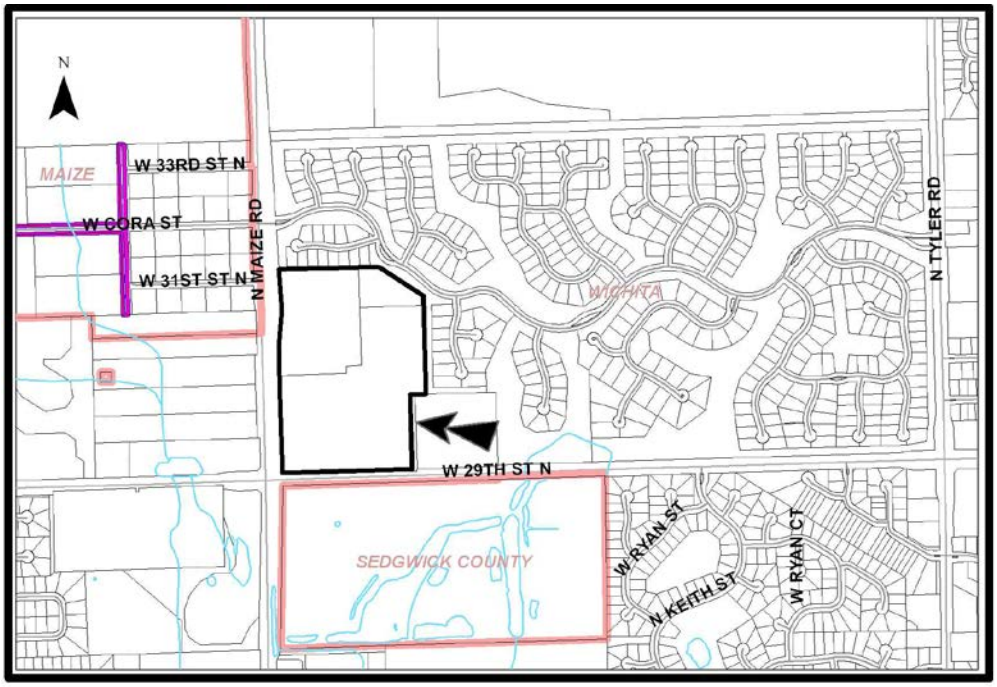
SUBJECT: SUB2012-00040 -- Plat of Maize and 29th Commercial Addition located on the northeast corner of 29th Street North and Maize Road (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)



Background: The site, consisting of seven lots on 38.09 acres, is located within Wichita. A zone change (ZON2012-00024) has been approved from SF-5 Single-family Residential to LC Limited Commercial. The site is subject to the Maize and 29th Commercial Community Unit Plan (CUP2012-00021/DP-327).

Analysis: Sewer and water improvements will be constructed by a private project. A financial guarantee has been submitted for traffic improvements. The applicant has submitted two Drive Approach Closure Certificates regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Joint Access Easement to allow for shared driveways between the lots. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development. The applicant has submitted a Cross Lot Access and Easement Agreement to assure internal vehicular movement between the lots.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Drive Approach Closure Certificates, Restrictive Covenant, Joint Access Easement, Notice of Community Unit Plan, Cross Lot Access and Easement as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading.

Attachments: Drive Approach Closure Certificates.
Restrictive Covenant.
Joint Access Easement.
Notice of Community Unit Plan.
Cross Lot Access and Easement.
Ordinance.

OCA 150004

ORDINANCE NO. 49-505

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00024

Zone change from SF-20 Single-Family Residential ("SF-20") to LC Limited Commercial ("LC") and SF-5 Single-Family Residential ("SF-5") subject to the provisions of Community Unit Plan DP-327 on an approximately 38.09-acres property described as:

LC Limited Commercial ("LC") zoned portion:

Lots 1, 2, 3, 4, 5, 6, & 7, Block A, and Reserves B, C, D, & E, Maize & 29th Commercial Addition Wichita, Sedgwick County, Kansas; generally located north of 13th Street North, on the West side of Webb Road.

AND

SF-5 Single-Family Residential ("SF-5") zoned portion:

Reserves A & F, Maize & 29th Commercial Addition, Wichita, Sedgwick County, Kansas; generally located north of 13th Street North, on the West side of Webb Road.

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

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

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

COPY

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Leo Marvin Rink and Vivian L. Rink, as Trustees of the Leo Marvin Rink Revocable Trust, Vivian L. Rink and Leo Marvin Rink, as Trustees of the Vivian L. Rink Revocable Trust, and Curtis W. Rink and Karen S. Rink, husband and wife owner(s) of that certain real property to be known as MAIZE & 29TH ST COMMERCIAL **Addition, Wichita, Sedgwick County, Kansas**, are in the process of platting said property, and do hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on 29th Street in excess of the 4 allowed per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 22nd day of April, 2013

4818-3670-9907.1

EXECUTED the day and year first written.

Leo Marvin Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leo Marvin Rink, as Trustee of the Leo Marvin Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Vivian L. Rink, as Trustee of the Leo Marvin Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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4818-3670-9907.1

EXECUTED the day and year first written

Vivian L. Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

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COUNTY OF SEDGWICK) SS:

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Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

EXECUTED the day and year first written

Curtis W. Rink

Karen S. Rink

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Curtis W. Rink, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

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Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Karen S. Rink, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

_____

Gary E. Rebenstorf, City Attorney

4818-3670-9907.1

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Leo Marvin Rink and Vivian L. Rink, as Trustees of the Leo Marvin Rink Revocable Trust, Vivian L. Rink and Leo Marvin Rink, as Trustees of the Vivian L. Rink Revocable Trust, and Curtis W. Rink and Karen S. Rink, husband and wife owner(s) of that certain real property to be known as MAIZE & 29TH ST COMMERCIAL **Addition, Wichita, Sedgwick County, Kansas**, are in the process of platting said property, and do hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Maize Road in excess of the 5 allowed per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 22nd day of April, 2013.

EXECUTED the day and year first written.

Leo Marvin Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

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COUNTY OF SEDGWICK) SS:

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Notary Public

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EXECUTED the day and year first written

Vivian L. Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

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COUNTY OF SEDGWICK) SS:

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Judith M. Terhune
Notary Public

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EXECUTED the day and year first written

Curtis W. Rink

Karen S. Rink

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

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Notary Public

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STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Karen S. Rink, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

_____

Gary E. Rebenstorf, City Attorney

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 22nd day of April, 2013, by Leo Marvin Rink and Vivian L. Rink, as Trustees of the Leo Marvin Rink Revocable Trust, Vivian L. Rink and Leo Marvin Rink, as Trustees of the Vivian L. Rink Revocable Trust, and Curtis W. Rink and Karen S. Rink, husband and wife, hereinafter called "Declarant"

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

MAIZE & 29TH COMMERCIAL ADDITION
Lots 1 through 7, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C", "D", "E", and "F", MAIZE & 29TH COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas (individually, a "Reserve" and collectively, the "Reserves").

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for landscaping, screening walls, fencing, berms, site lighting, open space, drainage purposes, and waterlines and related appurtenances as confined to easement. Site lighting shall be installed within the westerly and southerly 10 feet of Reserve "A".

Reserves "B" and "C" shall be reserved for open space, landscaping, berms, lakes, and drainage purposes.

Reserve "D" shall be reserved for open space, landscaping, berms, lakes, drainage purposes, a driveway appurtenant to the corresponding major access opening, and waterlines and related appurtenances as confined to easement.

Reserve "E" shall be reserved for open space, landscaping, berms, lakes, drainage purposes, and utilities as confined to easements.

Reserve "F" is hereby reserved for landscaping, screening walls, fencing, berms, site lighting, open space, drainage purposes, and sanitary sewer systems as confined to easements. Site lighting shall be installed within the westerly 10 feet of Reserve "F".

2. Reserve "A" shall be owned and maintained by the owner of Lot 1, Block A provided, however, that the undersigned, or the undersigned's successor in interest, may, in their discretion, deed a parcel of Reserve "A" to an owner or owners of an adjacent parcel, subject to the obligation to maintain such deeded parcel of said Reserve "A" in compliance with the provisions hereof and in compliance with the maintenance covenants of any applicable restrictive covenants and/or regulations.

Reserves "B", "C", "D" and "F" shall be owned and maintained by the owner of Lot 1, Block A.

Reserve "E" shall be owned and maintained by the owner of Lot 7, Block A. The owners of Lot 1, Block A and Lot 7, Block A shall be individually referred to as a "Lot Owner" and collectively referred to as "Lot Owners").

3. That the owner hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the Reserves required to be maintained by such Lot Owner under this Declaration in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner, as may be appropriate, and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the Reserve under this covenant, the Declarant or Lot Owner required to maintain the Reserve under this Declaration shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against the appropriate lot within said Maize & 29th St. Commercial Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in MAIZE & 29TH ST COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Leo Marvin Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leo Marvin Rink, as Trustee of the Leo Marvin Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

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Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

4851-3965-7747.1

EXECUTED the day and year first written

Vivian L. Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

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4851-3965-7747.1

EXECUTED the day and year first written

Curtis W. Rink

Karen S. Rink

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

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STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

COPY

GRANT OF JOINT ACCESS EASEMENT

WHEREAS, Leo Marvin Rink and Vivian L. Rink, as Trustees of the Leo Marvin Rink Revocable Trust, Vivian L. Rink and Leo Marvin Rink, as Trustees of the Vivian L. Rink Revocable Trust, and Curtis W. Rink and Karen S. Rink, husband and wife (collectively, the "Declarant"), are the owners of the real property hereinafter described (the "Development"):

Lots 1 through 7, Block A,
MAIZE & 29TH ST COMMERCIAL Addition,
Wichita, Sedgwick County, Kansas

and

WHEREAS it is determined that it is in the best interests of the Declarant and their successors and assigns that a non-exclusive access easement for ingress and egress over portions of the Development described below be established and conveyed for the use and benefit of the Declarant, their successors, assigns, invitees and licensees.

NOW, THEREFORE, be it known that the Declarant does hereby grant and convey to itself, its successors in interest in the portions of the Development described below, and their agents, licensees and invitees, the non-exclusive right to use for ingress and egress the Lots 5 and 6 Access Easement Area (as defined below) and the Lots 2 and 3 Access Easement Area (as defined below) (collectively, the "Easement Areas").

A. The Lots 5 and 6 Access Easement Area shall benefit and burden Lot 5 and Lot 6 of the Development for the purpose of providing the owners of Lot 5 and Lot 6 of the Development, and their agents, invitees and licensees, with access to and from the Maize Road right of way, and shall be over and access the following described real estate:

The north 15.00 feet of the west 52.00 feet of Lot 5, Block A, Maize & 29th Commercial Addition, Wichita, Sedgwick County, Kansas, together with the south 15.00 feet of the west 52.00 feet of Lot 6 in said Block A.

B. The Lots 2 and 3 Access Easement Area shall benefit and burden Lot 2 and Lot 3 of the Development for the purpose of providing the owners of Lot 2 and Lot 3 of the Development, and their agents, invitees and licensees, with access to and from the 29th Street North right of way, and shall be over and across the following real estate:

> The west 15.00 feet of the south 52.00 feet of Lot 2, Block A, Maize & 29th Commercial Addition, Wichita, Sedgwick County, Kansas, together with the east 15.00 feet of the south 52.00 feet of Lot 3 in said Block A.

It is agreed that the easements described herein shall be perpetual easements until and unless amended, revoked, or released by all of the parties benefitted and burdened by such easements or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

The Easement Areas shall be used for driveway, ingress, and egress purposes and shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of the Easement Areas for ingress and egress to and from Maize Road and 29th Street North, as applicable. The easements and other rights granted herein are not exclusive, and the parties hereby reserve unto themselves and to the other present and future owners of the Easement Areas the right to utilize the Easement Areas for such purposes as do not unreasonably endanger or interfere with the easements and other rights granted herein. Maintenance of the Easement Areas shall be the responsibility of the owners of the Easement Areas.

[Remainder of page intentionally left blank – signature pages to follow]

EXECUTED the day and year first written.

Leo Marvin Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leo Marvin Rink, as Trustee of the Leo Marvin Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Vivian L. Rink, as Trustee of the Leo Marvin Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

4818-8369-8451.1

EXECUTED the day and year first written

Vivian L. Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leo Marvin Rink, as Trustee of the Vivian L. Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Vivian L. Rink, as Trustee of the Vivian L. Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

EXECUTED the day and year first written

Curtis W. Rink

Karen S. Rink

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Curtis W. Rink, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Karen S. Rink, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

4818-8369-8451.1

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

4818-8369-8451.1

COPY

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 22nd day of April, 2013, by Leo Marvin Rink and Vivian L. Rink, as Trustees of the Leo Marvin Rink Revocable Trust, Vivian L. Rink and Leo Marvin Rink, as Trustees of the Vivian L. Rink Revocable Trust, and Curtis W. Rink and Karen S. Rink, husband and wife, hereinafter called Declarants,

WITNESSETH

WHEREAS, Declarants are the owners of the following described property:

MAIZE AND 29TH COMMERCIAL ADDITION
Lots 1 through 7, Block A

and

WHEREAS, Declarants are desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as MAIZE & 29TH COMMERCIAL Community Unit Plan (DP-327).

NOW, THEREFORE, the Declarants want to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property.

The Metropolitan Area Planning Department is located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to said MAIZE & 29TH COMMERCIAL Addition.

EXECUTED the day and year first written.

Leo Marvin Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leo Marvin Rink, as Trustee of the Leo Marvin Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Vivian L. Rink, as Trustee of the Leo Marvin Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

EXECUTED the day and year first written

Vivian L. Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leo Marvin Rink, as Trustee of the Vivian L. Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Vivian L. Rink, as Trustee of the Vivian L. Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

EXECUTED the day and year first written

Curtis W. Rink

Karen S. Rink

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Curtis W. Rink, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Karen S. Rink, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

COPY

DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 22nd day of April, 2013, by the undersigned.

A. The undersigned are the owners of Lots 1 through 7, Block A, MAIZE & 29TH COMMERCIAL Addition, Wichita, Sedgwick County, Kansas (the "Development").

B. The undersigned desires to provide for cross access easements for pedestrian and vehicular traffic over and across those portions of the Development to be established as driveways and sidewalks from time to time (the "Easement Areas") to allow pedestrian and vehicular access across and over the Easement Areas, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements for the purpose of ingress and egress of vehicular and pedestrian traffic along and across the Easement Areas.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the parcels of the Development, the owners thereof, their employees, customers and invitees. This Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of the Development.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of the property within the Development, their successors and assigns.

The easements and other rights granted herein are not exclusive, and the parties hereby reserve unto themselves and to the other present and future owners of the Development the right to utilize the Easement Areas for such purposes as do not

unreasonably endanger or interfere with the easements and other rights granted herein.

[Remainder of Page Left Intentionally Blank – Signature Pages to Follow]

EXECUTED the day and year first written.

Leo Marvin Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leo Marvin Rink, as Trustee of the Leo Marvin Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Vivian L. Rink, as Trustee of the Leo Marvin Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

4841-1257-7811.1

EXECUTED the day and year first written

Vivian L. Rink Revocable Trust

By: Leo Marvin Rink
Leo Marvin Rink, Trustee

By: Vivian L. Rink
Vivian L. Rink, Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leo Marvin Rink, as Trustee of the Vivian L. Rink Revocable Trust, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same on behalf of said trust.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

4841-1257-7811.1

EXECUTED the day and year first written

Curtis W. Rink

Karen S. Rink

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Curtis W. Rink, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Karen S. Rink, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

4841-1257-7811.1

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

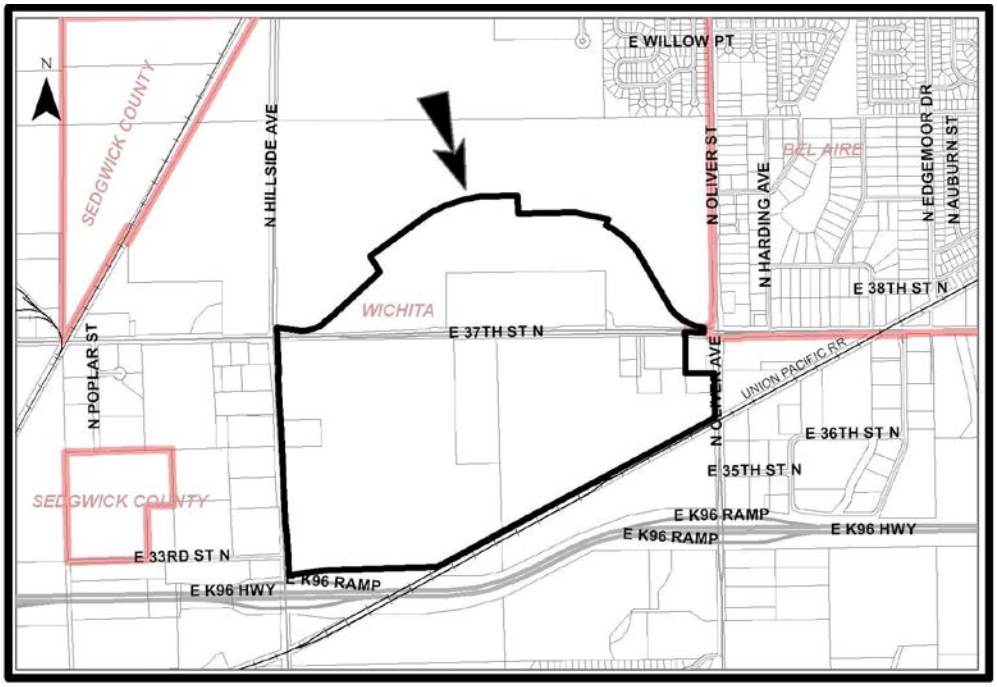
SUBJECT: SUB2013-00006 -- Plat of Koch Campus Addition located on the north and south side of 37th Street North, between Hillside and Oliver (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of two lots on 392 acres, is a replat of the Koch Office Park Addition and the Koch Office Park 2nd Addition. A zone change (ZON2013-00001) has been approved for a portion of the property from SF-5 Single-family Residential and LC Limited Commercial to LI Limited Industrial.

Analysis: Water and sewer services are available to serve the site. Paving improvements will be constructed by a private project. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Restrictive Covenant as to form and the document will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the document and plat, authorize the necessary signatures, and place the Ordinance on first reading.

Attachments: Restrictive Covenant.
Ordinance.

(OCA150004)

Published in The Wichita Eagle on June 7, 2013

ORDINANCE NO. 49-506

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00001

Zone change request from SF-5 Single-family Residential and LC Limited Commercial to LI Limited Industrial on property described as:

Koch Campus Addition, Wichita, Sedgwick County, Kansas.

Generally located on the north and south side of 37th Street North, between Hillside and Oliver.

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

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

ADOPTED this 4th day of June, 2013.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

This covenant, executed this 24 day of APRIL, 2013.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Koch Campus Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission regarding the ownership and maintenance of the reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Koch Campus Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. The undersigned agrees to provide for the care, maintenance, and upkeep of the reserves.

2. The drainage ways in the reserves shall be stable, free of excessive erosion and kept free of any waste dumping's or obstructions that would impede the intended flow of the drainage way.

3. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage systems within the reserves as noted above or fail in any manner to fulfill their obligations relating to the reserves, the City of Wichita may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may take action to fulfill the obligations. If the undersigned has not commenced activity required to fulfill the obligation within the time specified, the City of Wichita, in order to prevent the reserves from becoming a nuisance, may enter upon said reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita directly related to carrying out the obligations of the undersigned may be assessed reasonable against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, may within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

4. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

KOCH REAL ESTATE HOLDINGS, INC.
a Delaware Corporation

By: Craig Highfill
Craig Highfill, Vice President of Facilities Solutions

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this 24 day of APRIL, 2013, by Craig Highfill, Vice President of Facilities Solutions.

MICHELLE LAFFEN
Notary Public - State of Kansas
My Appt. Expires 7/2/2013

Michelle Laffen

My appointment expires: _____

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

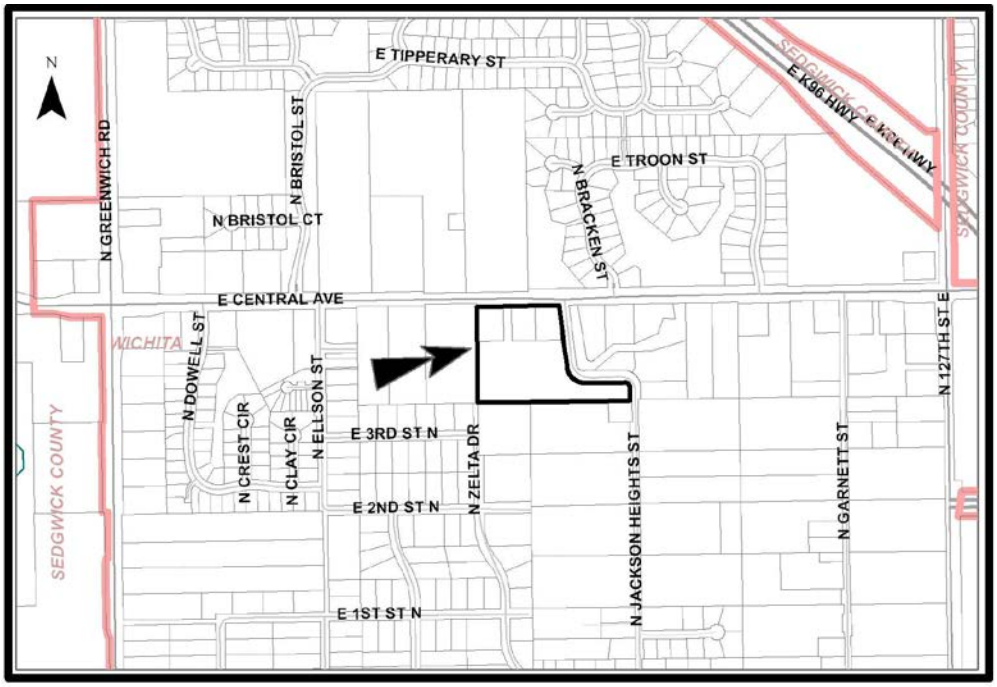
SUBJECT: SUB2013-00008 -- Plat of Frontgate Addition located on the south side of Central, west of 127th Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0-1)



Background: The site, consisting of 38 lots on 8.85 acres, is zoned GO General Office. The site is a replat of the Central Office Park 2nd Addition.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, paving and drainage improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has provided a Restrictive Covenant restricting the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenants, and Resolutions as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

Attachments: Certificate of Petitions.
Restrictive Covenants.
Resolutions.

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Frontgate Developers LLC, a Kansas limited liability company, owner of Frontgate Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements
4. Storm Water Drain Improvements
5. Paving Improvements for Jackson Heights

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Frontgate Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 24th day of April, 2013.

Frontgate Developers LLC

By: Mark E. Hutton
Mark E. Hutton, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 24th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mark E. Hutton as Manager of Frontgate Developers LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

This covenant, executed this 24 day of APRIL, 2013.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Koch Campus Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission regarding the ownership and maintenance of the reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Koch Campus Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. The undersigned agrees to provide for the care, maintenance, and upkeep of the reserves.

2. The drainage ways in the reserves shall be stable, free of excessive erosion and kept free of any waste dumping's or obstructions that would impede the intended flow of the drainage way.

3. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage systems within the reserves as noted above or fail in any manner to fulfill their obligations relating to the reserves, the City of Wichita may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may take action to fulfill the obligations. If the undersigned has not commenced activity required to fulfill the obligation within the time specified, the City of Wichita, in order to prevent the reserves from becoming a nuisance, may enter upon said reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita directly related to carrying out the obligations of the undersigned may be assessed reasonable against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, may within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

4. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

KOCH REAL ESTATE HOLDINGS, INC.
a Delaware Corporation

By: Craig Highfill
Craig Highfill, Vice President of Facilities Solutions

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this 24 day of APRIL, 2013, by Craig Highfill, Vice President of Facilities Solutions.

MICHELLE LAFFEN
Notary Public - State of Kansas
My Appt. Expires 7/2/2013

Michelle Laffen

My appointment expires: _____

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

132019

First Published in the Wichita Eagle on May 24, 2013

RESOLUTION NO. 13-087

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 387 (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 468-84880** 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 **STORM WATER DRAIN NO. 387 (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 468-84880** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 387 (south of Central, west of 127th St. East) 468-84880.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Forty-Three Thousand Dollars ($343,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FRONTGATE ADDITION
Lots 1 through 22, Block A
Lots 1 through 6, Block B
Lots 1 through 10, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

> 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: Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, FRONTGATE ADDITION shall each pay 1/38 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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.

SECTION 5. 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 6. That the City Engineer shall prepare plans and specifications for said improvement 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 7. 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. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 21st day of May 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on May 24, 2013

RESOLUTION NO. 13-088

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 433, FOUR MILE CREEK SEWER (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 468-84879** 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 THE CONSTRUCTION OF **LATERAL 433, FOUR MILE CREEK SEWER (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 468-84879** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 433, Four Mile Creek Sewer (south of Central, west of 127th St. East) 468-84879.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Fifty-Five Thousand Dollars ($155,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FRONTGATE ADDITION
Lots 1 through 22, Block A
Lots 1 through 6, Block B
Lots 1 through 10, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

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: Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, **FRONTAGE ADDITION** shall each pay 1/38 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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.

SECTION 5. 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 6 That the City Engineer shall prepare plans and specifications for said improvement 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 7. 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., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 21st day of May, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on May 24, 2013

RESOLUTION NO. 13-089

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **FRONTGATE FROM THE SOUTH LINE OF CENTRAL AVENUE, SOUTH, EAST, AND SOUTH TO THE NORTH LINE OF TAMARAC LANE; ON TAMARAC LANE FROM THE EAST LINE OF THE PLAT WEST TO THE EAST LINE OF HERRINGTON; ON HERRINGTON FROM THE SOUTH LINE OF TAMARAC LANE NORTH TO THE WEST LINE OF FRONTGATE; AND ON HERRINGTON CIRCLE FROM THE SOUTH LINE OF HERRINGTON, SOUTH TO THE NORTH LINE OF RESERVE "D" AND THAT SIDEWALK BE CONSTRUCTED ON HARRINGTON, ON A PORTION OF FRONTAGE, AND ON A PORTION OF TAMARAC LANE (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 472-85099** 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 **FRONTGATE FROM THE SOUTH LINE OF CENTRAL AVENUE, SOUTH, EAST, AND SOUTH TO THE NORTH LINE OF TAMARAC LANE; ON TAMARAC LANE FROM THE EAST LINE OF THE PLAT WEST TO THE EAST LINE OF HERRINGTON; ON HERRINGTON FROM THE SOUTH LINE OF TAMARAC LANE NORTH TO THE WEST LINE OF FRONTGATE; AND ON HERRINGTON CIRCLE FROM THE SOUTH LINE OF HERRINGTON, SOUTH TO THE NORTH LINE OF RESERVE "D" AND THAT SIDEWALK BE CONSTRUCTED ON HARRINGTON, ON A PORTION OF FRONTAGE, AND ON A PORTION OF TAMARAC LANE (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 472-85099** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1.That it is necessary and in the public interest to construct pavement on **Frontgate from the south line of Central Avenue, south, east, and south to the north line of Tamarac Lane; on Tamarac Lane from the east line of the plat west to the east line of Herrington; on Herrington from the south line of Tamarac Lane north to the west line of Frontgate; and on Herrington Circle from the south line of Herrington, south to the north line of Reserve "D" and that sidewalk be constructed on Harrington, on a portion of Frontage, and on a portion of Tamarac Lane (south of Central, west of 127th St. East) 472-85099.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Eight Thousand Dollars ($308,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FRONTGATE ADDITION
Lots 1 through 22, Block A
Lots 1 through 6, Block B
Lots 1 through 10, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

> 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: Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, FRONTGATE ADDITION shall each pay 1/38 of total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 5. 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 6. That the City Engineer shall prepare plans and specifications for said improvement 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 7. 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. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 21st day of

May, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on May 24, 2013

RESOLUTION NO. 13-090

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90592 (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST)** 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 IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90592 (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90592 (south of Central, west of 127th St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Seven Thousand Dollars ($97,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Six Thousand Four Hundred Eighty-Two Dollars ($6,482)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FRONTGATE ADDITION
Lots 1 through 22, Block A
Lots 1 through 6, Block B
Lots 1 through 10, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

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: Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, FRONTGATE ADDITION shall each pay 1/38 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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.

SECTION 5. 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 6. That the City Engineer shall prepare plans and specifications for said improvement 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 7. 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., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 21st day of May, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on May 24, 2013

RESOLUTION NO. 13-091

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **JACKSON HEIGHTS FROM THE SOUTH LINE OF CENTRAL AVENUE, SOUTH TO THE SOUTH LINE OF LOT 22, BLOCK A (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 472-85100** 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 **JACKSON HEIGHTS FROM THE SOUTH LINE OF CENTRAL AVENUE, SOUTH TO THE SOUTH LINE OF LOT 22, BLOCK A (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 472-85100** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **Jackson Heights from the south line of Central Avenue, south to the south line of Lot 22, Block A (south of Central, west of 127th St. East) 472-85100.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Ninety-Six Thousand Dollars ($196,000)** exclusive of the cost of interest on borrowed money, with **50%** payable by the improvement district and **50%** payable by subsequent petition(s) which exclude(s) the improvement district herein described, such that 100% of costs will be subject to assessment as a result of petitions by subject landholders. Paving work shall be delayed until such time as submitted petitions support assessment of 100% of the improvement costs. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro-rata rate of 1 percent per month from and after **May 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FRONTGATE ADDITION
Lots 1 through 22, Block A
Lots 1 through 6, Block B
Lots 1 through 10, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

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:

Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, FRONTGATE ADDITION shall each pay 1/38 of total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 5. 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 6. That the City Engineer shall prepare plans and specifications for said improvement 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 7. 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. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 21st day of

May, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

Agenda Report No. II-21

City of Wichita
City Council Meeting
May 21, 2013

TO: Mayor and City Council

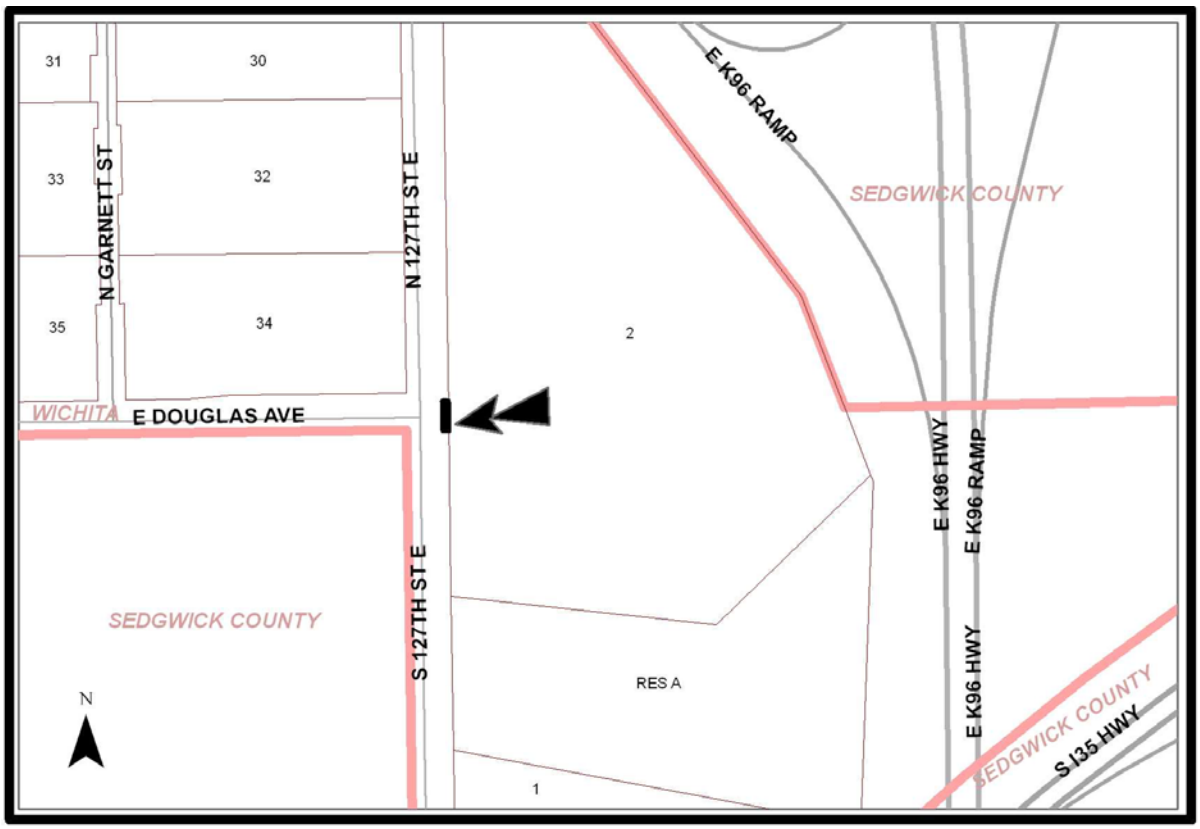
SUBJECT: VAC2012-00053 - Request to vacate a portion of a platted access control; generally located east of the 127th Street East – Douglas Avenue intersection (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (10-0).



Background: The applicant is requesting the vacation of the north 60 feet of the south 417.94 feet of the west line of Lot 2, Block E, Meadowland Addition; this is the site's 127th Street East frontage. The proposed access/drive will line up with Douglas Avenue, located west of the site across 127th Street East. 127th is a two-lane minor arterial street at this location, which is posted as "No Entrance" immediately south of Douglas. There are no current plans to allow 127th Street traffic south of Douglas, as 127th does not intersect with any public street south of Douglas. Douglas is a two-lane collector street that ends at the 127th Street intersection. The proposed access is associated with a Commercial Lot Split. No utilities will be impacted by the vacation request. The Meadowland Addition was recorded with the Register of Deeds April 3, 2002.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order and the dedication of access control by separate instrument. A certified copy of the Vacation Order and the dedication of access control by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment:

- Dedication of access control

COPY

PARTIAL DEDICATION OF ABUTTER'S ACCESS RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned William E. Lusk, Jr., aka W. E. Lusk, Jr., Trustee of the Aetna Trust UTA dated August 24, 1966 and William Lusk, Jr., as Trustee of the William Lusk, Jr. Living Trust dated May 26, 1994, being the owner(s) of the following described real estate in Sedgwick County, Kansas, to wit:

PARCEL 'A'

That part of Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 2; thence N00°51'05"W along the west line of said Lot 2, 387.94 feet to a deflection corner in the west line of said Lot 2, said deflection corner also being on the south line of the Northwest Quarter of Section 23, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N00°48'56"W along the west line of said Lot 2, 200.01 feet to a point 200.00 feet normally distant north of the south line of said Northwest Quarter; thence N88°44'49"E parallel with the south line of said Northwest Quarter, 777.18 feet to a point on the east line of said Lot 2; thence S21°13'02"E along the east line of said Lot 2, 212.56 feet to a deflection corner in said east line; thence S21°07'33"E along the east line of said Lot 2, 0.21 feet (platted), 0.22 feet (calculated), to the intersection with the south line of said Northwest Quarter; thence continuing S21°07'33"E along the east line of said Lot 2, 156.95 feet to the most easterly southeast corner of said Lot 2; thence S45°55'54"W along the southeast line of said Lot 2, 462.07 feet to the most southerly southeast corner of said Lot 2; thence N83°51'53"W along the south line of said Lot 2, 573.24 feet to the point of beginning.

do hereby transfer and convey to the City of Wichita, all abutter's rights of access, ingress and egress to said Parcel 'A to or from 127TH Street East over and across the west line of said Parcel "A" to have and to hold the same forever; provided, however, that said Parcel "A" shall have access to or from said 127TH Street East over the following described property:

> The north 60.00 feet of the south 417.94 feet of the west line of Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas

It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said Parcel 'A' from 127TH Street East except at the one point of ingress and egress, as permitted and described immediately above.

Executed this 14th day of MARCH, 2013.

Aetna Trust UTA dated August 24, 1966

William E. Lusk, Jr. aka
W. E. Lusk, Jr., Trustee

William Lusk, Jr. Living Trust
dated May 26, 1994

William Lusk, Jr., Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 14th day of March, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William E. Lusk, Jr., aka W. E. Lusk, Jr., Trustee of the Aetna Trust UTA dated August 24, 1966, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said trust.

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

Judith M. Terhune
Notary Public

(My Commission Expires: 11-7-13)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 14th day of March, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William Lusk, Jr., as Trustee of the William Lusk, Jr. Living Trust dated May 26, 1994, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said trust.

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

Judith M. Terhune
Notary Public

(My Commission Expires: 11-7-13)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Approved as to form:

Gary E. Rebenstorf, Director of Law

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PORTION OF A PLATTED ACCESS CONTROL	**)**
GENERALLY LOCATED EAST OF THE 127TH STREET WEST & DOUGLAS AVENUE INTERSECTION	**)** **Case No. VAC2012-00053**
MORE FULLY DESCRIBED BELOW	**)**

VACATION ORDER

NOW on this day of May 21, 2013, comes on for hearing the petition for vacation filed by William Lusk Jr. Living Trust, c/o William Lusk Jr., Trustee and William E. Lusk Jr., Trustee of the Aetna Trust UTA (owner), praying for the vacation of the following described portion of platted access control, to-wit:

The north 60.00 feet of the south 417.94 feet of the west line of Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, in The Wichita Eagle on January17, 2013, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described portion of platted access control and the public will suffer no loss or inconvenience thereby.

3. Dedication of access control by separate instrument will be recorded with the Vacation Order at the Sedgwick County Register of Deeds.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portion of platted access control should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 21st day of May, 2013, ordered that the above-described portion of platted access control is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
May 21, 2013

TO: Wichita Airport Authority

SUBJECT: United Airlines, Inc.
Supplemental Agreement No. 13
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Wichita Airport Authority (WAA) has a uniform lease and use agreement with the passenger carrying airlines serving Wichita Mid-Continent Airport. On February 5, 2013, the WAA approved a supplemental agreement with United Airlines, Inc. (United) which extended the airline agreement through December 31, 2013. The airline agreement includes language which allows an airline to make space changes.

Analysis: In February 2011, the lease agreements allowed Continental Airlines, Inc. (Continental) and United to merge and operate as one signatory airline at Mid-Continent Airport. In order to facilitate operations following Continental's merger with United, United proposes to transfer space from Gate 3 holdroom and operations space, originally operated for Continental, to Gate 8 holdroom and operations space, which is adjacent to United's Gate 10 holdroom.

Financial Considerations: The relocation of United to Gate 8 provides an increase of square footage that will result in additional net revenue to the WAA of $27,354 for the remainder of this year.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 13.

SUPPLEMENTAL AGREEMENT NO. 13

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

UNITED AIRLINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 13 made and entered May 21 , 2013, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and UNITED AIRLINES, INC. formerly known as Continental Airlines, Inc., successor in interest to United Air Lines, Inc., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, Authority and Airline are parties to an Airline Airport Use and Lease Agreement dated April 4, 2000, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated May 23, 2000, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; Supplemental Agreement No. 2 dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 3 dated October 7, 2003, which reflects revised contract language and modifies space; Supplemental Agreement No. 4 dated December 21, 2004, which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 5 dated January 9, 2007 which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 6 dated December 11, 2007 which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 7 dated January 13, 2009, which extended the term of the Agreement and modified the exhibits within the

Agreement; Supplemental Agreement No. 8 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 9 dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 10, dated February 28, 2012, which extended the term of the Agreement; Supplemental Agreement No. 11, dated May 8, 2012, which modified "Exhibit C" within the Agreement; and Supplemental Agreement No. 12, dated February 5, 2013, which extended the term and modified "Exhibit C" within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 13 for the purpose of modifying "Exhibit B" and "Exhibit C" within the Agreement;

WHEREAS provided in Section 3.1.B, Authority and Airline may, from time to time, by written agreement, add space to or delete space from the Airline Premises. Under this provision the parties desire to both delete and add space to create a newly defined Premises, described in the attached Exhibits; and

NOW, THEREFORE, the parties further agree as follows:

1.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Authority does hereby lease to Airline the following areas: ticket counter, office, bag makeup, holdrooms and operations space as reflected on "Exhibit B", dated April 26, 2013, attached to Supplemental Agreement No. 13 and incorporated herein.

"Exhibit C" attached to Supplemental Agreement No. 13 and incorporated herein, shall replace "Exhibit C" included in the original Agreement, as previously supplemented.

2.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By_____
Carl Brewer, President
"Authority"

By _____
Victor D. White, Director of Airports

ATTEST:

UNITED AIRLINES, INC.

By _____

By_____
"Airline"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

City of Wichita
City Council Meeting
May 21, 2013

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3)
Supplemental Agreement No. 20, Apron Phase III Glycol Storage Tank Design and Permit
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Air Capital Terminal 3 program (ACT 3) is identified in the Airport Capital Improvement Program (CIP). In 2005, HNTB Corporation (HNTB) was selected through the Staff Screening Process as the design team to plan, integrate, and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent and practice has been that supplemental agreements would be entered into each time a new project element was added, with some being funded from budget sources separate from the main ACT 3 program. Utilizing HNTB for these elements ensures consistency and efficiencies between complex and related program components regardless of the funding source.

Analysis: A supplemental agreement has been developed for engineering services to design the spent (discarded) aircraft glycol deicing fluid storage system. The design of this system was not included with the apron design supplemental agreement as the study of acceptable environmental options was not complete when that supplemental agreement was approved. This agreement provides for the design of the tank and related items and services in response to the Jurisdictional Determination for the Storm Water Quality Channel and Outfall Improvements issued by the Corps of Engineers.

Financial Considerations: The cost of the additional services with HNTB is a not-to-exceed amount of $62,780. The current approved program budget includes funds to cover this expense with 90% of this included within a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant. This program is funded with AIP grants, Passenger Facility Charge collections, and Airport revenues, either directly or through the repayment of General Obligation bonds. The following table depicts the original contract with HNTB and the supplemental agreements through No. 20:

	Amount	Description	Date
Contract	$12,660,000	ACT 3 Base Design Contract	6/18/2006
SA No. 1	128,709	North Shuttle Lot, Construction Related Services (CRS)	2/7/2008
SA No. 2	311,767	Apron Phase I, Resident Engineering	8/5/2008
SA No. 3	53,137	Customs Federal Inspection Facilities Design	9/23/2008
SA No. 4	43,594	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA No. 5	74,369	Interim Customs Construction Related Services	5/12/2009
SA No. 6	42,414	East Data Center Design, Bid & C.A. Services	6/9/2009
SA No. 7	374,018	Apron Phase II, Construction Related Services	7/7/2009

SA No. 8	500,969	Landside Utilities, Phase I, Construction Related Services	7/7/2009
SA No. 9	13,537	East Data Center Emergency Generator Design & CRS	11/24/2009
SA No. 10	-283,237	ACT3 Design Contract Amendments	12/1/2009
SA No. 11	89,739	East Data Center CRS	11/2/2010
SA No. 12	98,043	CCTV System Upgrade Design, Bid & CA Services	10/26/2010
SA No. 13	99,193	Apron Trench Drain Construction Related Services	10/26/2010
SA No. 14	19,406	Stormwater Study, Sidewalk & Floor	5/3/2011
SA No. 15	86,471	Additional CRS for Landside Utilities	9/20/2011
SA No. 16	1,272,976	ACT 3 Amendments	11/15/2011
SA No. 17	320,207	Apron Phase III, Design and Bid Services	11/20/2012
SA No. 18	456,991	Terminal Communication Systems, Design, Bid, & CA Services	12/18/2012
SA No. 19	101,691	BHS & Related Changes to Documents for PGDS 4.1	2/12/2013
SA No. 20	62,780	Apron Phase III, Glycol Tank Design and Permits	5/21/2013
	$16,526,774	Total Contract	

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachments: HNTB Supplemental Agreement No. 20.

SUPPLEMENTAL AGREEMENT NO. 20

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. The Scope of Services as defined in the Original Scope of Services and as amended in Supplemental Agreements 1 through 19, is hereby amended to include the services described in Exhibit SA20-A.

II. TIME OF SERVICES

A. CONSULTANT shall commence work on services included in Exhibit SA-20 upon receipt of Authorization to Proceed (ATP) from the OWNER. Completion of services for these items is anticipated to be as follows:

1. Tank Design

a.	50% construction documents submittal	4 weeks after ATP
b.	Program manager/Owner review	1 week
c.	Pre-final construction documents submittal	2 weeks
d.	Program manager/Owner review	1 week
e.	Final procurement documents	2 weeks

f. Bid and construction phases — To be determined (not in scope)

2. Section 404 Permitting

a. Draft application — 2 weeks after ATP
b. Completion — Dependent on receipt of comments

III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

A. Payment to the CONSULTANT for the performance of the professional services required by this Supplemental Agreement shall be made on the basis of the total lump sum amount of $62,780. The total payments to CONSULTANT for services required by this Supplemental Agreement shall not exceed $62,780.

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreements No. 1-19 and that the terms of the original agreement and all prior supplemental agreements are re-adopted by this agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2013.

ATTEST:

By: _____
Karen Sublett, City Clerk

By: _____
Victor White, Director of Airports

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Carl Brewer, President
"OWNER"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTEST:

HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: _____ By: _____

Title: Senior Project Manager Title: CICE PRESIDENT

ATTACHMENTS:

Exhibit SA20-A - Scope of Services – ASP 40
Exhibit SA20-B - Fee Summary for ASP 40, with supporting documents

SCOPE OF SERVICES – ASP 40 – Glycol Tank Design and 404 Permit

This proposal is for services related to the previously approved ASP 36 included in Supplemental Agreement 17 (SA 17).

They include tank design services that were excluded from SA 17 pending the results of a study to determine the appropriate type of storage to be provided for temporary containment of stormwater which contains glycol deicing fluid. Following completion of that study, it was determined that a single cast-in-place concrete tank was the preferred option. This proposal includes the design of the cast-in-place concrete tank and related items.

This proposal also includes services in response to the Jurisdictional Determination for the Storm Water Quality Channel and Outfall Improvements included in SA 17.

Scope of Services

The services include:

1. Design of a single 140,000 gallon, cast-in-place concrete tank for temporary storage of glycol containing stormwater, including the tank, pump station, appurtenances (vent pipes, communications ducts, access ports/manways, etc.), anti-floatation systems, and mechanical, electrical and plumbing design related to the glycol pumping system. This design will be incorporated into the documents for Apron Phase 3.
2. Additional coordination with the Kansas Department of Health and Environment related to the glycol tank and related scope.
3. Professional services related to obtaining US Army Corps of Engineers authorization for the Storm Water Quality Channel and Outfall Improvements. These services will be provided by GSI Engineering as described in the following Project Description, Scope of Services and Limitations section of their proposal dated April 17, 2013.

   PROJECT DESCRIPTION
   We understand that the United States Army Corps of Engineers (USACE) has determined that drainage channels located on and adjacent to the project site are jurisdictional waters of the U.S. and subject to the permitting requirements of Section 404 of the CWA. Professional Engineering Consultants, P.A. (PEC) requests professional services related to obtaining USACE authorization for the proposed project.

   SCOPE OF SERVICES
   GSI will prepare and submit a USACE Application for Department of the Army Permit, ENG FORM 4345, OCT 2012, and facilitate one meeting with the USACE. If required by comments, GSI will prepare and submit one revised Application for Department of Army Permit addressing these comments.

   Wichita Airport Authority and PEC will be responsible for providing project plans, a list of adjacent property owners, and copies of other permits, certificates and project approval/denial notifications received from other Federal, State, or Local Agencies related to the proposed project.

LIMITATIONS

This proposal and cost estimate is based upon project authorization under Nationwide Permit No. 46 or through uncontested individual permitting process. The individual permit process requires public notice and comment periods. If significant modifications to the initial permit are required due to public or interagency review comments, the client will be contacted and notified of the findings to discuss additional costs that may be incurred. Work beyond the scope of this proposal will not be completed without the express consent of the client.

The following services are not included:

1. Bid phase services.
2. Construction phase services, including construction administration, project closeout and record drawings.

EXHIBIT SA20-B

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 4/19/2013

Glycol Storage Tank Design and 404 Permit
Additional Services Request No. 40
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	75	$60.83	$4,563
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	148.13%		$6,758
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$11,321
4.	**Fixed Fee**	15.00%		$1,698
5.	**Subtotal of Items 3 and 4**			$13,019
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		200	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$200
7.	**Subtotal of Items 5 and 6**			$13,219
8.	**Subconsultant Costs**			
	PEC - Civil		34,489	
	PEC - MEP		15,072	
				49,561
	Total Proposed Cost			62,780

HNTB

Architecture	Architecture Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	110.14	104.49	65.64	59.05	44.18	33.27	24.08		
Coordination									
Glycol Storage Tank and Pumping			12			2		14	854
404 Permitting			2			1		3	165
								0	0
Total Coordination								17	1,019
General									
Proposal preparation			5					5	328
Project management			5					5	328
Cost estimate coordination			4					4	263
Meetings			6					6	394
Total General								20	1,313
Total Direct Salary Costs - Architecture	0	0	34	0	0	3	0	37	2,332

Civil	Principal	Project Manager	Senior Engineer	Junior Engineer	Staff Engineer	Technician		Total Hours	Fee Estimate
Rates	68.00	50.00	44.00	28.00	25.00	24.00			
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	79.84	58.71	51.66	32.87	29.35	28.18	0.00		
Glycol Storage Tank and Pumping									
Consultation on tank and pumping design		16						16	939
Additional coordination with KDHE		8						8	470
Peer review		12						12	704
Proposal		2						2	117
								0	0
								38	2,231
Total Direct Salary Costs - Civil								38	2,231
Total Direct Salary Costs - Architecture & Civil								75	4,563
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			148.13%		6,758
Total Labor Cost									11,321
Fixed Fee							15.00%		1,698
Total Fee									13,019
Travel and Subsistence									0
Printing and Deliveries									200
Other Expenses									0

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 40 - Glycol Storage Tank Design

04/18/13

PEC (Civil)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Rates	45.00	38.00	33.50	28.00	28.00	19.00	16.00		
Annual escalation									
Years									
Current Rates	45.00	38.00	33.50	28.00	28.00	19.00	16.00		
Glycol Storage Tank and Pumping									
Tank Structural Design	12	24			40			76	2,572
Tank Structural Detailing	12	24			80			116	3,692
Tank Site Plan		8	4		8			20	662
Site Piping Design		8	8		8			24	796
Total Glycol Storage Tank and Pumping								236	7,722
Project Documents & Bidding									
Engineer's Report		4						4	152
Specifications		6						6	228
Cost Estimates		4						4	152
Meetings	4	16						20	788
Printing and assembling plans & specs								0	0
Memos, concepts, miscellaneous		6						6	228
Quality Control	18	10						28	1,190
Total Project Documents & Bidding								68	2,738
Proposal Preparation									
Fee Estimate								0	0
								0	0
Total Proposal Preparation								0	0
Total Direct Salary Costs								304	10,460
Labor and General & Administrative Overhead			Percentage of Direct Salary Costs				149.74%		15,663
Total Labor Cost									26,123
Fixed Fee							15.00%		3,918
Total Fee									30,041
									0
Printing and Deliveries									0
GSI permitting services									2,000
									0
									0
CADD @ $18.00/hr						136			2,448
Estimated Expenses									4,448
Total Proposed Cost									34,489
Explanation:									

04/09/13

PEC (MEP)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Annual escalation									
Years									
Current Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Glycol Storage Tank and Pumping									
Tank design	1	2	3	3				9	300
Piping design	2	1	2	4		6		15	418
Pumping system	2	2	12	4	4	24		48	1,257
Pumping system - Power	2		4			6		12	346
Pumping System - Controls Pathways			4			4		8	216
								0	0
								0	0
Total Glycol Storage Tank and Pumping								92	2,537
Project Documents & Bidding - Electrical									
Engineer's Report			1					1	34
Specifications		2	4					6	213
Cost Estimates		4						4	155
Meetings	4							4	180
Printing and assembling plans & specs		1				4.5		6	130
Memos, concepts, miscellaneous								0	0
Quality Control	5	1						6	264
Project Documents & Bidding - Mechanical									
Engineer's Report			1					1	34
Specifications		2	8				8	18	348
Cost Estimates		6						6	233
Meetings	6							6	270
Printing and assembling plans & specs		1				4.5		6	130
Memos, concepts, miscellaneous								0	0
Quality Control	5	1						6	264
Total Project Documents & Bidding - Electrical								69	2,253
Proposal Preparation									
Fee Estimate	2							2	90
								0	0
Total Proposal Preparation								2	90
Total Direct Salary Costs								163	4,880
Labor and General & Administrative Overhead			Percentage of Direct Salary Costs				149.74%		7,307
Total Labor Cost									12,187
Fixed Fee							15.00%		1,828
Total Fee									14,015
Travel and Subsistence									15
Printing and Deliveries									160
Surveying & Base Maps									0
Wetlands Determination									0
Geotechnical Investigation									0
CADD @ $18.00/hr						49			882
Estimated Expenses									1,057
Total Proposed Cost									15,072
Explanation:									