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C I T Y C O U N C I L

C I T Y O F W I C H I T A
K A N S A S

City Council Meeting
09:00 a.m. June 4, 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 21, 2013

AWARDS AND PROCLAMATIONS

None

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. Howard Inglish - Tornado Sirens.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 26)

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

1. Proposed Revisions to the Private Security Officers and Private Security Agencies Title 3, Chapter 3.72. (Deferred May 21, 2013)

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

IV. NEW COUNCIL BUSINESS

1. Approval of the Second Supplemental Bond Indenture, Series IV-B, 2011for Via Christi Health System, Inc. (Districts II, III, V and VI)

   RECOMMENDED ACTION: Close the public hearing, approve first reading of the ordinance authorizing the Second Supplemental Bond Indenture for the Series IV-B, 2011 Industrial Revenue Bond trust indenture and authorize necessary signatures.

2. 2014 - 2015 SEIU Memorandum of Agreement.

   RECOMMENDED ACTION: Approve the 2014 – 2015 Memorandum of Agreement between the City and the Service Employees International Union, Local 513.

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

3. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and VI)

Property Address	Council District
a. 1844 (1838) S Lulu	I
b. 3138 N Park Place	VI

   RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date as of June 4, 2013; (2) the structures have been secured as of June 4, 2013, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of June 4, 2013, and will be so maintained during renovation.

4. Drought Response.

   RECOMMENDED ACTION: Offer the rebate program to encourage water conservation, approve the wellfield medication project, approve the water treatment plant modification project, adopt the bonding resolutions and notices of intent, reduce the amount of water taken from Cheney Reservoir by maximizing the water allocated from the Equus Beds, and enact either of the options for restricting water usage.

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

None

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

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 26)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated June 3, 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)
Rodolfo Parga	Mi Familia Mexican Restaurant**	1425 East Central

Renewal	2013	(Consumption off Premises)
Kulwinder Jaswal	Petro America***	2838 West Central
Pradipkumar Patel	Jump Street***	3810 North Woodlawn
Dalsukh Parmar	Friends Corner***	1131 East 47th South
Scott F Duggan	The Fresh Market***	1800 North Rock Road SU 120

   **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. Petitions for Public Improvements:
   a. Petition for Storm Water Drain to Serve Woods North Third Addition. (District II)
   b. Petition for Sanitary Sewer to Serve Meadowland Addition. (District II)
   c. Petition for Water Distribution System to Serve NewMarket V Addition. (District V)
   d. Petition for Sanitary Sewer and Storm Water Drain to Serve Huntington Park Addition. (District V)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.
   a. Community Events - Kansas Fallen Firefighters Memorial. (District III)
   b. Community Events - Couples Classic. (District II)

   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.

6. Agreements/Contracts:
   a. Supplemental Agreement No. 2 for Remington Place Addition. (District II)

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

7. Design Services Agreement:
   a. Agreement for Design Services for Waterfront Eighth Addition. (District II)

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

8. Minutes of Advisory Boards/Commissions

   Board of Electrical Appeals, April 9, 2013
   Wichita Employees' Retirement System, April 17, 2013
   Wichita Public Library, April 16, 2013
   Board of Park Commissioners, January 28, 2013
   Board of Park Commissioners, March 4, 2013
   Board of Park Commissioners, March 18, 2013
   Board of Park Commissioners, April 15, 2013

   RECOMMENDED ACTION: Receive and file.

9. Weapons Destruction.

   RECOMMENDED ACTION: Receive and file the list of weapons.

10. Multi-Function Print Devices (MFP).

    RECOMMENDED ACTION: Approve the selection of Konica Minolta Business Solutions USA, Inc. and authorize Purchasing Manager signature for final negotiated Lease Agreement.

11. Abatement of Unsafe Structures. (Districts I, III, IV and VI)

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

12. Drainage Easement Across City Owned Property at the Northeast Corner of 55th Street South and Clifton. (District III)

    RECOMMENDED ACTION: Approve the agreements authorize the necessary signatures.

13. Risk Management Information Software Upgrade.

    RECOMMENDED ACTION: Approve the Work Order and Service Addendum with Computer Sciences Corporation for software installation and training.

14. Technical Budget Adjustment – ADA Purchased Rides.

RECOMMENDED ACTION: Approve the technical budget adjustment from Other Expenditures to Contractual Expenditures in an amount not to exceed $580,000 in the Special Services budget.

15. Partial Release of Easement at 1761 North Arkansas. (District VI)

RECOMMENDED ACTION: Approve the agreements authorize the necessary signatures.

16. Easement over City Property at the Southeast Corner of Waco and 1st Street. (District VI)

RECOMMENDED ACTION: Approve the No Build Easement and authorize all necessary signatures.

17. Sidewalk Repair Assessment Program.

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

18. Improvements to Pawnee from Hydraulic to Grove. (District III)

RECOMMENDED ACTION: Place the ordinance on first reading, adopt the resolution, approve the agreement and authorize the necessary signatures. State and Federal funding administered through the Kansas Department of Transportation will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

19. Relocation of Southern Star Central Gas Pipeline for Kellogg and Webb Interchange. (District II)

RECOMMENDED ACTION: Approve the increased expenditure in compliance with the approved contract.

20. Emergency Sanitary Sewer Repairs. (Outside City Limits)

RECOMMENDED ACTION: Ratify the City Manager's emergency approval of the repairs and authorize the necessary signatures.

21. Second Reading Ordinances: (First Read May 21, 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.

22. *SUB2013-00010 -- Plat of West 47th Addition located on the southeast corner of 47th Street South and West Street. (District IV)

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

23. *SUB2013-00011 -- Plat of MacArthur East Addition located on the southwest corner of MacArthur Road and Oliver. (County)

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

24. *SUB2013-00013 -- Plat of Turnpike Industrial 4th Addition located south of 31st Street South, on the west side of Oliver. (District III)

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

25. *DED2013-00014 Dedication of Drainage and Utility Easement located south of Central, east of 127th Street East. (District II)

    RECOMMENDED ACTION: Accept the Dedication.

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.

26. *Southwest Airlines Co. - Use and Lease Agreement - Wichita Mid-Continent Airport.

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

City of Wichita
City Council Meeting
June 4, 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: Unfinished 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~~ are 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, 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~~, **regulation by the ordinance,** specifying firearm and ammunition requirements, allowing the use of Electronic Control Devices by private security officers, ~~prohibits~~ prohibiting the wearing of external vest carriers by private security officers and fee increases for private security agencies and officers.

During the **City** Council presentation on May 21, 2013, Councilmember Jeff Longwell made the motion ~~for~~ **that** the language **of the proposed ordinance** ~~to~~ be revised to allow private security officers to wear an external vest with the appropriate lettering noting "Private Security".

City Staff prefers the original language presented during the City Council presentation on May 21, 2013, which is as follows:

> **Section19, 5. Section 3.72.300**
>
> **"(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."**

However, based on the directive given by City Council on May 21, 2013, City Staff conducted a meeting with SSI Security, Bruce and Tina Reesman. During this meeting, suggestions were discussed. The majority of their suggestions are included in changes that have been made to the proposed ordinance amendment that is now before the council, and are as follows:

> **"(5) It is unlawful for any permitted private security officer to wear an external vest carrier as a part of his or her uniform unless the vest complies with the following criteria:**
> **(a) The words "Private Security" appear on the front and back of the vest. The words must be in a color that contracts with the color of the vest and must be at least three (3) inches in height on the back of the vest and two (2) inches high on the front of the vest.**
> **(b) The vest has no more than five (5) external pouches and/or holsters.**
> **(c) All external pouches and/or holsters are to be placed on the front lower portion of the vest. No external pouches or holsters are allowed to be placed on the back or rear of the vest.**
> **(d) No vest will be equipped with a holster for a firearm.**
> **(e) No vest shall be equipped with security "add-ons" such as sleeves, collars, groin protectors, shoulder pads or coccyx protectors.**
> **(f) The vest shall conform to the requirements of Section 3.72.290, specifically, the name of the private security agency by whom the security officer is employed and identification which contains the security officer's last name shall be displayed. The vest is also subject to the restrictions set forth in subsection (1) through (4) herein.**
> **(6) It is unlawful for any permitted private security officer to wear a tactical or bullet resistant vest that is designed to be worn as an internal vest or underneath other items of clothing as an external vest.**
> **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."**
> **(See Section 19, Paragraph 5)**

City Staff will send an email to all private security agencies of the proposed language in this ordinance for feedback.

On June 3, City is conducting a meeting with SSI Security, Bruce and Tina Reesman to review the proposed language.

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 the ordinance on first reading.**

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

First Published in the Wichita Eagle _____

ORDINANCE NO. 49-513

May 30, 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, including any external vest carrier, 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 an external vest carrier as a part of his or her uniform unless the vest complies with the following criteria:

(a) The words “Private Security” appear on the front and back of the vest. The words must be in a color that contrasts with the color of the vest and must be at least three (3) inches in height on the back of the vest and two (2) inches high on the front of the vest.

(b) The vest has no more than five (5) external pouches and/or holsters.

(c) All external pouches and/or holsters are to be placed on the front lower portion of the vest. No external pouches or holsters are allowed to be placed on the back or rear of the vest.

(d) No vest will be equipped with a holster for a firearm.

(e) No vest shall be equipped with security “add-ons” such as sleeves, collars, groin protectors, shoulder pads or coccyx protectors.

(f) The vest shall conform to the requirements of Section 3.72.290, specifically, the name of the private security agency by whom the security officer is employed and identification which contains the security officer’s last name shall be displayed. The vest is also subject to the restrictions set forth in subsection (1) through (4) herein.

(6) It is unlawful for any permitted private security officer to wear a tactical or bullet resistant vest that is designed to be worn as an internal vest or underneath other items of clothing as an external vest.

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 _____ day of_____, 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 _____

DELINEATED May 30, 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, including any external vest carrier, 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 an external vest carrier as a part of his or her uniform unless the vest complies with the following criteria:

(a) The words "Private Security" appear on the front and back of the vest. The words must be in a color that contrasts with the color of the vest and must be at least three (3) inches in height on the back of the vest and two (2) inches high on the front of the vest.

(b) The vest has no more than five (5) external pouches and/or holsters.

(c) All external pouches and/or holsters are to be placed on the front lower portion of the vest. No external pouches or holsters are allowed to be placed on the back or rear of the vest.

(d) No vest will be equipped with a holster for a firearm.

(e) No vest shall be equipped with security "add-ons" such as sleeves, collars, groin protectors, shoulder pads or coccyx protectors.

(f) The vest shall conform to the requirements of Section 3.72.290, specifically, the name of the private security agency by whom the security officer is employed and identification which contains the security officer's last name shall be displayed. The vest is also subject to the restrictions set forth in subsection (1) through (4) herein.

(6) It is unlawful for any permitted private security officer to wear a tactical or bullet resistant vest that is designed to be worn as an internal vest or underneath other items of clothing as an external vest.

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

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Approval of the Second Supplemental Bond Indenture, Series IV-B, 2011for Via Christi Health System, Inc. (Districts II, III, V & VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing, approve first reading of the ordinance authorizing the Second Supplemental Bond Indenture for the Series IV-B, 2011 Industrial Revenue Bond trust indenture and authorize necessary signatures.

Background: On September 15, 2011, the City of Wichita issued Industrial Revenue Bond Series IV-B, 2011 on behalf of Via Christi Health System ("VCHS") in the amount of $200,000,000. The bonds may be redeemed on the date of any interest payment; the next such payment being November 15, 2013. On May 7, 2013, the City Council held a public hearing and approved the issuance of bonds by the Wisconsin Health and Education Facilities Authority ("WHEFA") to finance the acquisition of VCHS by Ascension Health. VCHS intends to refinance all of its outstanding City of Wichita revenue bonds in late June as part of its purchase by Ascension Health. To accommodate the June call date, a Second Supplemental Trust Indenture is required.

Analysis: The Series IV-B, 2011 bonds were issued with an adjustable interest rate, which is reset every 30 days. If the call date is not changed in the bond trust indenture to allow redemption in June, at the time of the WHEFA bond issue, Ascension will have to escrow funds for redemption in November based on the maximum interest rate of 15% per annum.

The Series IV-B, 2011 bonds were purchased 100% by JP Morgan Chase Bank, N.A ("JP Morgan"). The bond indenture allows for modification of the terms of the bonds if approved by 100% of the bond owners. JP Morgan has agreed to a new call provision to allow VCHS to call the bonds in late June in accordance with its plan to refinance all outstanding debt. The proposed Second Supplemental Bond Indenture is required to allow for the new call provision.

Financial Considerations: The bonds subject to the amended call provision are being refinanced as part of the acquisition of VCHS by Ascension Health. As a result of the refinancing, all debt issued by the City of Wichita will be retired. The City of Wichita has no responsibility for repayment of any IRBs.

Legal Considerations: The City, as the Issuer, and The Bank of New York Trust Company, as Bond Trustee, are the parties responsible for the supplemental trust indenture. The law firm of Triplett, Woolf & Garretson, LLC has prepared the documents required for this item on behalf of Via Christi. The documents have been approved as to the form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, approve first reading of the ordinance authorizing the Second Supplemental Bond Indenture for the Series IV-B, 2011 Industrial Revenue Bond trust indenture and authorize necessary signatures.

Attachments: Ordinance, Second Supplemental Bond Indenture

(Published in *The Wichita Eagle*, June 14, 2013)

ORDINANCE NO. 49-508

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO EXECUTE A SECOND SUPPLEMENTAL BOND INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS BOND TRUSTEE.

WHEREAS, the City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, and K.S.A. 10-116a, all as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for hospital purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities, as well as to refund any such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer has previously issued certain Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-B, 2011 (Via Christi Health, Inc.) (the "Series B, 2011 Bonds"), pursuant to a certain Bond Indenture, dated as of September 15, 2011, (the "Bond Indenture") by and between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the "Bond Trustee"), which Series B, 2011 Bonds were all privately placed with, and 100% of which are currently owned by, JPMorgan Chase Bank, N.A. ("Bondowner"); and

WHEREAS, Via Christi Health, Inc. desires, and the Bondowner consents, to redeem all of the outstanding Series B, 2011 Bonds on June 18, 2013 or as soon thereafter as practicable (the "Proposed Redemption Date"); and

WHEREAS, a supplement to the Bond Indenture is required to amend the redemption terms of the Series B, 2011 Bonds in order to make such Series B, 2011 Bonds redeemable on the Proposed Redemption Date; and

WHEREAS, as an accommodation to Via Christi Health, Inc. and the Bondowner, the Issuer and the Bond Trustee desire to amend and supplement the Bond Indenture to provide that the Series B, 2011 Bonds may be redeemed upon the Proposed Redemption Date.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Bond Indenture.

Section 2. Authorization and Execution of the Second Supplemental Bond Indenture. The Issuer is hereby authorized to enter into and deliver the Second Supplemental Bond Indenture and the Mayor or Vice Mayor of the Issuer are hereby authorized and directed to execute the Second

Supplemental Bond Indenture for and on behalf of and as the act and deed of the Issuer in substantially the form presented today with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the purposes and intent of this Ordinance. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Second Supplemental Bond Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the intent of this Ordinance.

Section 3. Issuer's Notice of Redemption. Pursuant to instructions from the Obligated Group Representative, the Issuer hereby consents and provides notice to redeem the Series B, 2011 Bonds on the Proposed Redemption Date, subject to the condition that funds are on deposit irrevocably in trust with the Bond Trustee on the Proposed Redemption Date in the amount necessary to redeem or defease all of the outstanding Bonds.

Section 4. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer 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 and to carry out, comply with and perform the duties of the Issuer with respect to the Second Supplemental Bond Indenture.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body and the publication of this Ordinance, or a duly qualified and certified summary thereof, once in the official newspaper of the Issuer.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas this 11th day of June, 2013.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By_____
Gary E. Rebenstorf, City Attorney

TWG REF: 402148
Ordinance

SECOND SUPPLEMENTAL BOND INDENTURE

THIS SECOND SUPPLEMENTAL BOND INDENTURE made and entered into as of June 1, 2013 (the "Second Supplemental Bond Indenture"), by and between the City of Wichita, Kansas, a municipality (the "Issuer") and The Bank of New York Mellon Trust Company, N.A. (the "Bond Trustee") amends and supplements a certain Bond Indenture, dated as of September 15, 2011, as previously supplemented by a certain First Supplemental and Corrective Bond Indenture, dated as of May 15, 2013, each by and between the Issuer and the Bond Trustee (collectively, the "Bond Indenture").

W I T N E S S E T H:

WHEREAS, the Issuer's Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-B, 2011 (Via Christi Health, Inc.) (the "Series B, 2011 Bonds") were issued pursuant to the Bond Indenture and were privately placed with, and 100% of which are currently owned by, JPMorgan Chase Bank, N.A. ("Bondowner"); and

WHEREAS, Via Christi Health, Inc. (the "Obligated Group Representative") desires, for itself and on behalf of Via Christi Hospitals Wichita, Inc., Via Christi Hospital Wichita St. Teresa, Inc., Via Christi Hospital Pittsburg, Inc., and Via Christi Rehabilitation Hospital, Inc. (collectively, the "Obligated Group"), as Obligated Group Representative, to redeem all of the outstanding Series B, 2011 Bonds on June 18, 2013 or as soon thereafter as practicable (the "Proposed Redemption Date"); and

WHEREAS, pursuant to the Bond Indenture, the Series B, 2011 Bonds may only be redeemed on an Interest Payment Date, as defined therein, the next Interest Payment Date being November 15, 2013; and

WHEREAS, Section 1401(M) of the Bond Indenture provides that the Issuer and Bond Trustee may amend the Bond Indenture to make any change to the terms of the Bonds with the consent of 100% of the Owners of the Series B, 2011 Bonds and provided that "(1) no such change may, in the judgment of the Bond Trustee, (i) materially adversely affect the terms of payment of any Series A, 2011 Bonds or Series C, 2011 Bonds, or (ii) create any lien privilege or priority of the Series B, 2011 Bonds over any Series A, 2011 Bonds or Series C, 2011 Bonds, and (2) no such change in terms shall be effective unless and until a Favorable Opinion of Bond Counsel has been obtained with respect to the changed terms of the Series B, 2011 Bond;" and

WHEREAS, as an accommodation to the Obligated Group with the written consent of the Owners of 100% of the Series B, 2011 Bonds, the Issuer and the Bond Trustee desire to amend and supplement the Bond Indenture to provide that the Series B, 2011 Bonds may be redeemed upon the Proposed Redemption Date; and

WHEREAS, this Second Supplemental Bond Indenture does not (i) materially adversely affect the terms of payment of any Series A, 2011 Bonds or Series C, 2011 Bonds (as those terms are

defined in the Bond Indenture), or (ii) create any lien privilege or priority of the Series B, 2011 Bonds over any Series A, 2011 Bonds or Series C, 2011 Bonds; and

WHEREAS, a Favorable Opinion of Bond Counsel, as defined in the Bond Indenture, with respect to the changed terms of the Series B, 2011 Bonds has been provided to the Issuer and the Bond Trustee.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL BOND INDENTURE WITNESSETH:

Section 1. Definitions and Interpretation. Unless otherwise required by the context, all terms used herein which are not otherwise defined herein shall have the meanings assigned to them in the Bond Indenture. Unless the context otherwise dictates, words and phrases expressed herein shall be interpreted in accordance with the provisions of the Bond Indenture.

Section 2. Redemption. Subsection 602(B)(2) of the Bond Indenture is hereby amended and replaced as follows:

> (2) Series B, 2011 Bonds shall be subject to redemption and payment prior to maturity, at the option of the Issuer, upon instructions from the Obligated Group Representative, as a whole or in part on any Interest Payment Date, from among such maturities as are designated by the Obligated Group Representative (or if the Obligated Group Representative fails to designate such maturities, in inverse order of maturity) at a redemption price equal to the par value of the principal amount of the Series B, 2011 Bonds called for redemption, together with any interest accrued but unpaid thereon to the date fixed for redemption and payment, without premium. Notwithstanding anything in this Bond Indenture to the contrary, the Series B, 2011 Bonds shall be subject to redemption and payment in whole at any time without prior notice to the Owner thereof, at the option of the Issuer, upon instructions from the Obligated Group Representative, at a redemption price equal to the par value of the principal amount of the Series B, 2011 Bonds called for redemption, together with any interest accrued but unpaid thereon to the date fixed for redemption and payment, without premium, provided that, the Owners of 100% of the Outstanding Series B, 2011 Bonds consent in writing to such redemption and all Bonds outstanding under this Bond Indenture are similarly redeemed or defeased on the same redemption date.

Section 3. Ratification of Bond Indenture. Except as amended and supplemented hereby, the Bond Indenture, as previously supplemented and amended, is in all respects ratified and confirmed and the Bond Indenture as hereby amended and supplemented shall be read, taken and construed as one and the same instrument.

Section 4. Waiver of Notice. Issuer and Bond Trustee hereby acknowledge or otherwise waive timely receipt of instructions from the Obligated Group Representative to redeem the Series B, 2011 Bonds on the Proposed Redemption Date, subject to the conditions set forth herein.

Section 5. Counterparts. This Second Supplemental Bond Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 6. Governing Law. This Second Supplemental Bond Indenture shall be governed by and construed in accordance with the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Issuer has caused this Second Supplemental Bond Indenture to be signed in its name and behalf by the Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, and Bond Trustee has caused this Second Supplemental Bond Indenture to be signed in its name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all delivered as of the date first above written.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ___ day of _____, 2013, before me, the undersigned, a Notary Public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Commission Expires:

_____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., St. Louis, Missouri

[seal]

By_____
Name (Printed)_____
Title_____

ATTEST:

By_____
Name (Printed)_____
Title_____

"BOND TRUSTEE"

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
CITY OF ST. LOUIS)

BE IT REMEMBERED, that on this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said City and State, came _____ and _____, duly authorized _____and _____, respectively, of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (the "Bank"), a national banking association duly organized under the banking laws of the United States of America, who is personally known to me to be the same person who executed the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

_____
Notary Public

My Commission Expires:

_____

CERTIFICATE OF CONSENT AND INSTRUCTION

VIA CHRISTI HEALTH, INC., as Obligated Group Representative, hereby consents to and approves the execution and delivery of the Second Supplemental Bond Indenture, dated as of June 1, 2013, by and between the City of Wichita, Kansas and The Bank of New York Mellon Trust Company, N.A. (the "Bond Trustee"), for itself and on behalf of the Obligated Group and hereby instructs and requests the Issuer to redeem all outstanding Series B, 2011 Bonds on June 18, 2013 or as soon thereafter as practicable (the "Proposed Redemption Date"), subject to the condition that funds are on deposit irrevocably in trust with the Bond Trustee on the Proposed Redemption Date in the amount necessary to redeem or defease all of the outstanding Bonds and the receipt by the Issuer of the consent to redemption by the owners of 100% of the outstanding Series B, 2011 Bonds.

Executed June __, 2013

VIA CHRISTI HEALTH, INC.

By_____
Jeffrey Korsmo, President and CEO

ATTEST:

By_____
Gary E. Knight, Secretary

CERTIFICATE OF CONSENT

JPMORGAN CHASE BANK, N.A., hereby certifies that it is the owner of 100% of the outstanding City of Wichita, Kansas, Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-B, 2011 (Via Christi Health, Inc.), hereby consents to and approves the execution and delivery of the Second Supplemental Bond Indenture, dated as of June 1, 2013 (the "Second Supplemental Bond Indenture"), by and between the City of Wichita, Kansas and The Bank of New York Mellon Trust Company, N.A, and further consents to the redemption and payment of the Series B, 2011 Bonds on June 18, 2013 or as soon thereafter as practicable, provided all other Bonds issued on parity therewith are similarly redeemed or defeased.

Executed _____, 2013

JPMORGAN CHASE BANK, N.A.

By_____
Name (Printed)_____
Title_____

Agenda Item No. IV-2

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council Members

SUBJECT: 2014 - 2015 SEIU Memorandum of Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the 2014 – 2015 Memorandum of Agreement between the City and the Service Employees International Union Local 513.

Background: The City's negotiating team and SEIU have reached an agreement on a Memorandum of Agreement for 2014 – 2015. SEIU represents non-exempt employees in various departments from the salary rank of 602 through 627. The bargaining unit membership has ratified the agreement.

Analysis: The agreement will be in effect from December 21, 2013 through December 18, 2015. Eligible employees (those not at the top of the wage scale and who perform meritoriously) will receive a 2.5 percent annual step increase. In addition, all pay ranges will be adjusted 1.5 percent on December 18, 2013. No other contractual terms were changed. The agreement is for two years and includes provisions to re-open the contractual article setting wage rates for 2015.

Financial Considerations: The 2014 cost of the salary increases is estimated at $828,303 for the General Fund, or $1.8 million for all funding sources. This is consistent with amounts included in the 2013 Adopted Budget.

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

Recommendation/Action: Approve the 2014 – 2015 Memorandum of Agreement between the City and the Service Employees International Union, Local 513.

ATTACHMENT: Memorandum of Agreement

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures (Districts I and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On April 23, 2013, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The City Council adopted a resolution providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on June 4, 2013.

Analysis: On February 4, 2013, and April 1, 2013, the Board of Building Code Standards and Appeals (BBCSA) held hearings on the properties listed below

Property Address	Council District
a. 1844 (1838) S Lulu	I
b. 3138 N Park Pl	VI

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

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

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

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date as of June 4, 2013; (2) the structures have been secured as of June 4, 2013, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of June 4, 2013, and will be so maintained during renovation.

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

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

DATE: May 22, 2013

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1844 S LULU (aka 1838 S LULU)

LEGAL DESCRIPTION: LOTS 58, 60, 62, 64, 66, AND THE SOUTH 6 1/2 FEET OF LOT 68, ON LULU AVENUE, STRONG ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 40 x 55 feet in size. Vacant for at least 7 years, this structure has been damaged by fire. It has missing steel siding; badly deteriorated and fire-damaged composition roof, with holes; and rotted, missing and fire-damaged wood trim and framing members.

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

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

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

_____ _____

Director of Metropolitan Area Building Construction Department Date
Enforcing Officer

DATE: May 22, 2013

BCSA GROUP # 2

ADDRESS: 1844 S LULU (aka 1838 S LULU)

ACTIVE FIELD FILE STARTED: September 22, 2006

NOTICE(S) ISSUED: Since September 22, 2006, there has been a notice of improvement and numerous violation notices issued. In January 2010, a neighborhood nuisance enforcement case was started and remains open. It should be noted that Uniform Criminal Complaints have been issued regarding this property and it has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: March 5, 2012

TAX INFORMATION: The 2010, 2011 and 2012 taxes are delinquent in the amount of $1,814.61, which includes interest.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some bulky waste.

VACANT NEGLECTED BUILDING REPORT: None

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: None.

POLICE REPORT: No police reports since mid 2009.

FORMAL CONDEMNATION ACTION INITIATED: September 12, 2012

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

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the November 5, 2012, BCSA hearing Ms. Yoanna Castillo, contract buyer, was present on behalf of the property.

There has been an active file on the property since September 2006. There have been numerous notices issued; there is a current open nuisance case. The previous owner was cited to appear in Neighborhood Court due to the violations on the property. A Pre-condemnation letter was issued on March 5, 2012. The 2009, 2010, and 2011 taxes are delinquent in the amount of $2,584.47. There is some bulky waste and trash on the premises; no repairs have been made. The structure is secure.

Ms. Castillo told the Board that she intended to use one of the structures for storage. Board Member Webb inquired about the type of storage for which it was intended. Ms. Castillo said the only use would be for the family's personal lawn equipment. A second structure that is next door to

the lot is also being purchased on the same contract, Ms. Castillo explained. She said the family planned to fix up the second structure.

Mr. Stubbs advised Ms. Castillo that she should contact the Zoning Section of Central Inspection to make sure that the structure that Ms. Castillo designated would be used for storage could actually be used in that manner.

Board Member Wilhite made a motion to defer action on the property until the next regular Board Meeting, with instructions for Ms. Castillo to meet with Central Inspection staff to ascertain what options are available for use of the property, arrange to pay the delinquent taxes, and then reappear at the December 2012 meeting, maintaining the property in a clean and secure condition in the interim. Board Member Willenberg seconded the motion. The motion passed.

At the December 3, 2012, BCSA hearing Ms. Yoanna Castillo, contract buyer, was present on behalf of the property. A motion was made to defer action on the property until the next regular meeting.

At the February 4, 2013 BBCSA, no-one was present to represent this property. Board Member Crotts made a motion to send the property to the City Coucil with a recommendation of condemnation, with ten days to begin demolition of the structure, and ten days to complete removal. Board Member Harder seconded the motion. The motion carried. (Board Member Wilhite was not present for this vote.)

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

DATE: May 22, 2013

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 3138 N PARK PLACE

LEGAL DESCRIPTION: LOTS 10 AND 11, BLOCK 22, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 21 x 31 feet in size. Vacant and open, it has rotted masonite siding; deteriorated composition roof with holes; deteriorated rear porch with rotted porch cover; rotted and missing fascia; and rotted framing members and wood trim.

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

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

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

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

DATE: May 22, 2013

BCSA GROUP # 3

ADDRESS: 3138 N PARK PLACE

ACTIVE FIELD FILE STARTED: June 5, 2002

NOTICE(S) ISSUED: Since June 5, 2002, a notice of improvements and numerous violation notices have been issued. In February 2008, neighborhood inspection staff completed an emergency board-up in the amount of $183.05. In September 2008, neighborhood inspection staff completed an emergency board-up in the amount of $199.06. In September 2008, a neighborhood nuisance case was initiated resulting in owner compliance. In May 2009, a neighborhood nuisance case was initiated resulting in owner compliance.

PRE-CONDEMNATION LETTER: March 3, 2008

TAX INFORMATION: The 2009, 2010, 2011, 2012 taxes are delinquent in the amount of $783.61, which includes a special assessment and interest.

COST ASSESSMENTS/DATES: There is a 2009 special assessment for board-up in the amount of $210.06, which includes interest.

PREMISE CONDITIONS: Tree waste.

VACANT NEGLECTED BUILDING REPORT: Active case in penalty status.

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: None.

POLICE REPORT: 1 aggravated assault – firearms in November 2010. No reports since.

FORMAL CONDEMNATION ACTION INITIATED: October 29, 2012

RECENT DEVELOPMENTS: No repairs. The structure is secure.

HISTORIC PRESERVATION REPORT: No Impact.

OWNER'S PAST CDM HISTORY: None.

BOARD OF C.S.&A. RECOMMENDATION: At the March 4, 2013 Board of Building Code Standards and Appeals hearing, the owner's granddaughter, Faith Puga, appeared to represent the property. Board Member Harder made a motion that Ms. Puga appear before the Board at the April 2013 meeting with a definite plan of action for the repair or demolition of the structure, maintaining the site in a clean and secure condition in the interim. Board Member Doeden seconded the motion. The motion was approved.

At the April 1, 2013 BBCSA hearing, no-one appeared to represent the property. Board Member Harder made a motion to refer the property to City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete the razing of the structure. Board Member Doeden seconded the motion. The motion carried.

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

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Drought Response

INITIATED BY: Public Works & Utilities Department

AGENDA: New Business

Recommendation: Authorize the $1 million Water Conservation Rebate Program, approve the $5 million wellfield modification project, approve a $1.4 million water treatment plant modification project, adopt the bonding resolutions and notices of intent, **and** direct staff to reduce the water allocation from Cheney Reservoir by pulling the full water rights out of the Equus Beds~~, and approve the Water Rate Ordinance for either Option #1 or Option #2~~.

Background: The region is in the third year of a drought, the length and severity of which is unknown. The hot, dry summers of the last two years have strained both of the water supplies that serve Wichita water utility customers. The most immediate concern is the condition of Cheney Reservoir, which provides 60% - 65% of the utility's water. Previous estimates showed that water would not be available after August 2015, should the drought conditions continue and water usage not change. The recent weather **has extended that date**. ~~may have extended that date out to October 2015.~~

The City Council reviewed preliminary options during a workshop on February 26, 2013. Since that time, a public input process was completed to engage utility customers in the drought response. The results of that process were shared with a customer advisory committee on May 22, 2013 and are the basis of the recommended actions.

Analysis: The main results from the public input process are presented in this report, as well as how they tie to the recommended actions. The recommendations were developed in conjunction with the Water Utilities Advisory Committee, which comprises representatives from the residential, business, and wholesale customer base.

Public Input Results

A campaign to garner public input began on April 1st and ended on May 9th. There were four main cornerstones of the process: a set of community meetings in each City Council District, four focus groups to garner feedback from specific customer types, the *Activate-Wichita* online forum, and a set of key stakeholder interviews.

Key Public Input Findings
64% of participants think the City is moving too slowly
76% feel water demand should be reduced within six months
52% support new supplies in the next six months, with another 29% supportive of new supplies in 7-12 months
Maintaining water for indoor and business use are the two highest priorities. Next highest priorities are to minimize costs and keep rates as low as possible
96% believe that water restrictions should be implemented - 69% of people support a penalty-based approach - 27% feel that rates should be increased to make it too costly to use water outdoors
Five strategies emerged as the priorities – they represent 81% of all votes cast in the strategy development exercises 1) Publicize Conservation: 23.8% of the votes 2) Regulate Conservation: 18.3% of the votes 3) Enact Water Restrictions: 17.6% of the votes 4) Incentivize Conservation: 10.9% of the votes 5) Re-Use Wastewater Effluent: 10.7% of the votes

During the focus groups and district community meetings, a facilitated exercise was conducted to identify drought response strategies that customers want the City to consider. A feedback survey and *Activate-Wichita* poll were used to quantify the preferences of the utility's customers. A summary of those results are shown in the accompanying table, and more detailed data are included in the Public Input Report.

The process was designed to give an opportunity for involvement to all who wanted to share their ideas and concerns. There were a total of 912 people who attended community and neighborhood meetings or were participants in the *Activate-Wichita* drought topics. A total of 33 meetings were held, which included focus groups for the utility's large business users, residential customers, wholesale communities, and outdoor/summer use businesses. The process was publicized on the City's media outlets (wichita.gov and City7), as well as in the *Wichita Eagle*, the local television media, radio, facebook, and through neighborhood organizations.

Recommendations

The following recommendations are based on the input received from the public, as well as the discussions of the Water Utilities Advisory Committee. Taken as a group, they would extend a sufficient water supply by about two years, pushing the dry date for Cheney Reservoir out toward the end of 2017.

— Offer Rebate for Water Conservation: Providing incentives to customers who wish to voluntarily conserve water was the fourth-highest rated theme from the strategy development exercises. A $1 million rebate program is recommended to be created and offered beginning on July 1, 2013.

  Rebates would be offered for water efficient clothes washers and dishwashers, as well as low-flow toilets. The rebates would be available to those replacing fixtures, not in new construction. The Water Utilities Advisory Committee also recommended that smart irrigation controls be included in the rebate program, so a $100 rebate for those would be offered as well. **Rain barrels will also be covered in the rebate program. A $75 rebate would be available for customers installing rain barrels to capture storm water.**

  It is anticipated that a $100 rebate would be offered for each appliance, toilet, or control installed on an existing system. These rates are modeled on successful conservation programs used in other communities.

  The rebate offer would be available through the end of 2013 and would be retroactive to the beginning of May, in order to be fair to those who installed such devices and fixtures when the drought discussions were ongoing.

— Reduce Water Allocation from Cheney Reservoir: There are three decisions that make up this recommendation. The first is to proceed with a $5 million project to modify the wellfield, lowering the pumps deeper into the aquifer. This will allow the City to pull its full water right of 40,000 acre feet annually out of the Equus Beds.

  The second component is decreasing the amount of water taken from Cheney Reservoir. Pulling more water from the Equus Beds means that the take from Cheney could be reduced down to 40%. This will lengthen the life of Cheney but will speed up the dry date for the Equus Beds.

  Finally, it is recommended that a design process begin for creating modifications at the Water Treatment Plant to use only water from the Equus Beds. Currently, the plant is designed to treat a mix of groundwater (the Equus Beds aquifer) and surface water (Cheney). The plant can be adapted to treat groundwater only, if Cheney ever is no longer available. Designing these improvements now will position the City to construct the improvements if the region gets deeper into the drought next year. This design is expected to cost $1,400,000.

Tabled Recommendation

The following water reductions were proposed in the initial agenda report but are no longer recommended. This is due to a significant rain event in the drainage basin that feeds into Cheney

Reservoir. High rainfall totals from a storm on May 30th resulted in substantial gains in water levels. After the initial agenda report was issued on May 30th, the conservation pool at Cheney Reservoir rose to 72% full on June 1st, up eight percentage points and more than 12,000 acre feet from before the storm.

The drought continues, but it has eased with the recent weather. Staff recommends tabling these water reduction actions, and considering them in the future only if the reservoir drops to a level that will be determined at a later date.

— Enact Water Restrictions: The public strongly supported water restrictions. During the input process, 96% of participants supported restricting water usage. It emerged as the third-highest rated strategy to pursue. In addition, the statistically valid Community Investments Survey showed that 73% of people support requiring "residential and commercial property owners to reduce water consumption, including reductions in watering grass."

There are two options for water restrictions. The recommendation is to adopt one of these options. The first option is a penalty-based approach that was developed based on public input. Option #2 is based on increasing the rates in the highest rate block – it was formulated with input from the Water Utilities Advisory Committee. Both are aimed at eliminating water usage in the highest rate block (Tier 3), which would lower outdoor water usage by about 50%.

The intention with each option is to protect economic activity, so businesses that rely on seasonal usage for the core of their commercial activity (such as golf courses and car washes) will be exempt from these drought measures. In addition, City staff will work with wholesale customers to implement any restrictions to users residing outside the City limits.

- *Option 1, Penalty-Based:* Those who supported water restrictions were also asked whether they preferred rates or bans that carried penalties for violators. A total of 69% of those surveyed during the process supported water bans enforced through penalties.

  In order to drive down water usage, a $1,000 penalty is proposed whenever a customer uses more than 310% of their average winter consumption. That threshold was developed by consulting water conservation standards for the amount of water (0.5 inches per week) needed to keep a fescue lawn alive during hot months with no precipitation. Using a GIS analysis of the average Wichita lot size, it was determined that an average household would need to use 296% of its average winter consumption to ensure the survival of a lawn.

  A grace period would be offered the first 30 days following City Council action. Information in water bills would show customers who would have received the penalty during that grace period.

- *Option 2, Rate-Based*: The customer advisory committee considered the penalty-based approach and felt that it was too regressive on residential customers. Also, there are concerns about having the same penalty apply to a customer who uses one gallon more than the limit, as well as a customer who uses 10,000 gallons over the limit.

  The committee requested that this second option be presented to the City Council – it is designed to drive down outdoor usage through increasing the Tier 3 rate. Price elasticity standards from the American Water Works Association show that usage will decrease by 1% - 3% for every 10% increase in rates.

  Using the midpoint of that range (a 2% usage reduction for each 10% incremental rate increase), a 500% increase in the Tier 3 rates is proposed. The current Tier 3 rate for Wichita customers is $8.56 per 1,000 gallons. This would increase the rate to $51.36 for each 1,000 gallons used above 310% of average winter consumption.

This option will have a major impact on a customer, just like the penalty approach. The main difference is that it is gradual, in that a customer who uses 1,000 gallons more will pay a smaller premium for this extra water than a customer who uses 10,000 gallons.

Operational Conservation Plan

The City of Wichita has enacted its own conservation plan aimed at decreasing the volume of water used in municipal operations. The actions will affect operations in the Wichita Fire Department, Park & Recreation, and Public Works & Utilities. These steps recently were adopted and will be in effect while any community-wide restrictions are in place.

Financial Considerations: The total impact of these recommendations will be **$1,558,000** ~~$7,674,366~~ in ~~lost revenue and~~ increased costs ~~under either of the water restriction options~~. No rate increase will be necessary because the utility fund will experience lower than budgeted expenses in chemical and utility line items. ~~However, a rate increase of 500% in Tier 3 for Option #2 of the water restrictions would be needed to provide an economic incentive to reduce usage.~~ The rebate program will require that $1 million be added to the Water Fund in the 2013 Revised Budget.

Legal Considerations: The Water Rate Ordinances, Bonding Resolution, and Notice of Intent have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council offer the rebate program to encourage water conservation, approve the wellfield modification project, approve the water treatment plant modification project, adopt the bonding resolutions and notices of intent, **and** reduce the amount of water taken from Cheney Reservoir by maximizing the water allocated from the Equus Beds~~, and enact either of the options for restricting water usage~~.

Attachments: Public Input Report, Bonding Ordinances, Notices of Intent, Option #1 Water Rate Ordinance, Option #2 Water Rate Ordinance

2013

Public Input Report

Drought Response

City of Wichita

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ADVISORY COMMITTEE RECOMMENDATIONS

The Water Utilities Advisory Committee met on May 22nd to consider the input gathered during the engagement process. Members of the committee include representatives of the residential, business, and wholesale customer base. The group meets periodically to review rates and infrastructure issues in the utilities. That background assisted their efforts in digesting the public input and formulating options for the City Council.

No formal motion or recommendation came out of the Advisory Committee meeting. However, the group did review a series of five recommended actions and generally supported the strategies. Two modifications to those actions were requested and are reflected in the following summaries.

1) Offer a Rebate Program

Offering incentives to reduce water usage was rated as the fourth-highest priority by the public The committee supported the recommendation to offer a $100 rebate on low-flow toilets and high efficiency clothes washers and dishwashers.

In addition, the committee requested that the City Council also consider a similar rebate on smart irrigation sensors that can reduce outdoor water usage.

2) Modify the Wellfield

The existing pumps in the Equus Beds can be lowered in order to fully maximize the water rights owned by the City of Wichita. This is a $5 million project that would add new supply capacity in time to address the drought.

3) Reduce Allocation from Cheney Reservoir

The City can shift how much it takes from Cheney Reservoir and by taking more water out of the wellfield. This will reduce the amount of water drawn from Cheney, but that will hasten the drop in water levels in the Equus Beds.

4) Design Treatment Plant Modifications

A $122,000 project to design improvements at the water treatment plant would eventually allow the City to treat pure groundwater, which is currently not an option.

5) Enact a Water Restriction

An option to enact a $1,000 penalty for all usage above the third rate tier was considered. Such a penalty was based on the public input data that showed broader support for a penalty-based approach. The committee wanted to also present a penalty rate approach in which the Tier 3 rates are increased by enough to eliminate all usage in that rate block. The committee directed staff to identify such a Tier 3 rate increase and present that to the City Council, along with the penalty option. In addition, the committee supported implementation of either of these water restrictions effective this year.

Participation Metrics

There were four primary avenues for customers to be involved in the drought response. Public meetings were held within each City Council District, as well as with community and neighborhood groups by request. Additionally, focus groups were held to identify perspectives from specific customer types, while a handful of key stakeholders were interviewed for confidential feedback. Finally, an online town hall forum at the City's new *Activate-Wichita* website was utilized to seek feedback about conservation and water restrictions.

A total of 33 public meetings were held, while four focus groups were convened by inviting 92 customers. There were 682 people who participated in either focus groups or community meetings. The attendees completed a total of 202 feedback forms to provide quantifiable input.

KEY PARTICIPATION METRICS	
People Reached Through Media Buys	93,000
Activate-Wichita Comments & Ideas	85
Activate-Wichita Participants	230
Public Engagement Meetings	33
Feedback Forms Submitted	202
Online Polls Completed	106
Meeting Participants	682
Views of *Activate-Wichita* Topics	12,016
Focus Group Invitees	92
Mitigation Strategies Proposed By Community	167
Community Votes Cast in Prioritization Exercises	1,049

During the focus groups and the six community meetings that occurred in the City Council districts, participants identified 167 strategies as options for the City to pursue. A prioritization exercise—reliant on each participant having six sticker dots to use to vote for their preferred alternatives—was employed to find out which ideas had the most support. Participants provided 1,049 votes in those exercises to develop the prioritized strategies that are in this report.

Finally, the *Activate-Wichita* site was viewed 12,016 times by 230 people during the month that drought topics were active. A total of 85 ideas and comments were provided by the site's participants, while 106 of the online polls were completed by site visitors.

Quantifiable Feedback

There were feedback forms distributed and collected during the public meetings—these were a tool to quantify how customers feel about a variety of potential actions. In addition, the online poll at *Activate-Wichita* sought customer views of water restrictions.

All of the questions provided respondents with the option for the City not to take any action. This was purposely included to provide the full range of options to respondents, in order to get the truest picture of how the City should respond to the drought.

Additionally, there was a statistically valid survey conducted by jointly by the City of Wichita and Sedgwick County. Part of that survey asked about restricting water usage, and the data are in this report. Key findings from the public input include the following.

- City Is Responding Too Slowly: A total of 188 feedback forms had responses to the question of how respondents felt the City is proceeding. Only 2.1% believed that the City is acting too quickly, while 34.0% feel that the City is acting at the right pace. The majority of respondents (63.8%) think that the City is acting too slowly. None of the respondents indicated that the City should not act.

- Water Demand Should Be Reduced Within Six Months: The feedback forms included questions about if and when demand reductions and supply enhancements should be implemented. The vast majority of the respondents (75.6%) feel that water demand needs to be reduced within the next six months. Most of the remaining respondents (18.7%) indicated that demand reductions should occur between seven and 12 months. There were no respondents that felt that demand should not be reduced.

- Supply Should Be Increased In The Next 12 Months: Support for immediate supply enhancements was not as strong as demand reductions, with 52.3% supporting new supplies within six months and another 29.3% supporting such strategies in 7-12 months. A small number of respondents (0.6%) believe that the City should not increase supply at all.

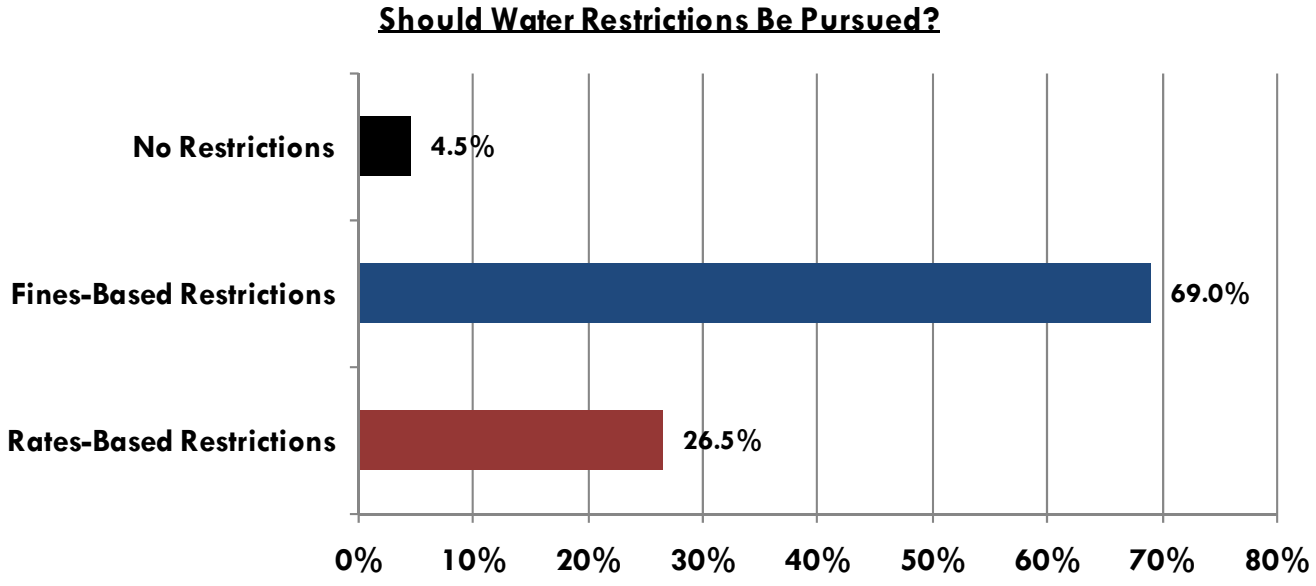
- Indoor and Business Usage Are Highest Priorities: The feedback forms also included data to determine the most important priorities of utility customers. Respondents rated competing interests on a scale of 1-8, with the higher priority being indicated with the lower numbers. Water for indoor uses is clearly the top priority of the respondents, with an average ranking of 1.58, while business usage ranked as the second priority (3.02 average). Customers also expressed the importance of minimizing capital and operating costs (3.66 average), as well as keeping the water rates as low as possible (3.76 average).

CUSTOMER PRIORITIES	
Water for Indoor Uses	1.58
Water for Business Uses	3.02
Minimizing Costs	3.66
Keeping Rates as Low as Possible	3.76
Water for Public Pools	5.32
Water for Lawns	5.59
Water for Golf Courses & Parks	6.04
Water for Private Pools	6.85

The priorities are ranked in order; the lower the number, the higher the priority. The numbers indicate the average ranking on the feedback forms and are provided to show context of how these priorities compare to one another.

- Water Restrictions Should be Enacted: Customers were polled about their support or opposition to water restrictions through three different means: the feedback forms, the *Activate-Wichita* site, and the Wichita-Sedgwick County Community Survey. The statistically valid community survey asked respondents whether the City should "require residential and commercial property owners to reduce water consumption including reductions in watering grass." A total of 73.4% either agreed or strongly agreed with that statement, indicating a preference for mandatory reductions in water usage.

  The following table aggregates the responses received from *Activate-Wichita* and the feedback forms collected at public meetings. Those two methods asked respondents whether water restrictions should be pursued, as well as what type of restrictions the City should consider. A sizable majority (95.5%) feel that the City should enact watering restrictions, while only 4.5% of respondents believe that no restrictions are needed. There is a strong preference for banning watering and fining violators (69.0%), compared to the 26.5% who think it is preferable to drive down water usage through higher rates.



Prioritized Drought Strategies

There were 10 meetings in which participants went through a structured exercise to propose and prioritize the drought mitigation strategies. This exercise was conducted in the four focus groups and during the six community meetings held in the City Council districts.

The exercise consisted of a brainstorming session, during which the meeting participants were asked to think through the current conditions of the Wichita water supply and pro-

pose any strategies that they felt the City should pursue. These strategies were categorized as either demand reductions or supply enhancements. Like the feedback forms and online poll, participants were also provided with the option of not taking any action to mitigate the drought. This provides a truer picture of customer perspectives.

Once all of the ideas were captured by meeting facilitators, the participants were provided six sticker dots that were used to vote for the ideas that they preferred. The voting portion of the exercise prioritized the strategies developed by the community.

A total of 167 drought strategies were proposed by the public, and 1,049 votes were cast in the prioritization exercise. Although the drought strategies were numerous, they mostly touched on 10 themes. There were others that were not easily categorized and were thus classified as miscellaneous.

The top five strategy themes received 81.3% of the votes, showing a clear break from the other drought response themes. The following five themes received the most support during the public input process.

DROUGHT STRATEGY THEMES & PRIORITIES

Themes	Votes	Perc.
Publicize Conservation	250	23.8%
Regulate Conservation	192	18.3%
Enact Water Restrictions	185	17.6%
Incentivize Conservation	114	10.9%
Re-Use Wastewater Effluent	112	10.7%
Develop New Supply	74	7.1%
Capture Stormwater	48	4.6%
Construct a New Reservoir	25	2.4%
Miscellaneous	25	2.4%
Build Pipeline to El Dorado Lake	22	2.1%
Do Not Take Action	2	0.2%
Total	**1,049**	**100%**

1) Publicize Conservation: The highest number of votes went to the strategy of marketing conservation methods. The City recently begun publicizing a voluntary water conservation program that addresses this strategy.

2) Regulate Conservation: Customers proposed that the City require low-flow devices and smart irrigation sensors in new construction and remodeling jobs.

3) Enact Water Restrictions: A variety of water restrictions were proposed, including restrictions on the days when watering is allowed, outright bans on outdoor usage, and changes to rates to penalize high consumption.

4) Incentivize Conservation: A series of rebates and incentives were proposed to entice customers to install devices, appliances, and sensors to reduce water usage.

5) Re-Use Wastewater Effluent: The City could use about 25 million gallons a day from its treated wastewater for irrigation or other non-potable purposes.

A multi-pronged approach was used to generate public input, including traditional community meetings, interviews with key community stakeholders, focus groups, and an online town hall forum. The different strategies were aimed at discovering the public issues and concerns from residential, commercial, and wholesale customers.

Summary of the Approach

Customer input generated during this process was expected to be used in adjusting and weighing different mitigation measures, as well as defining when the community believes that those strategies should be implemented.

The approach was a robust, holistic model for engaging the public. It used a series of six community meetings (one in each City Council district), feedback from the District Advisory Boards, four focus groups, confidential interviews with key community stakeholders, and an online town hall forum (*Activate-Wichita.com*) to generate input. The process sought out the most palatable options and helped define when the community thinks the different mitigation strategies should be implemented. In addition, other drought measures were developed, and customer concerns were also addressed.

The multi-faceted efforts developed input from all types of utility customers. Residential users were be the main focus of the six community meetings, while most of the focus groups were aimed at commercial, outdoor business, and wholesale customers. The key stakeholder interviews provided a confidential forum for many community leaders to provide important feedback about the drought options and how they would impact certain sectors of the Wichita community.

Once all of the input was gathered, the Water Utilities Advisory Committee was convened to consider community feedback and drought data in making a recommendation to the City Council. That committee includes representatives from the City's wholesale, business, and residential customer base.

Planned Outcomes

It was important to define what exactly was sought during the public engagement campaign. The approach was developed to answer the following four questions.

- <u>What other mitigation options should be considered?:</u> Although staff have devel-

oped and researched eight strategies for prolonging the water supply, additional options were identified by the public for further consideration by the City Council.

- What drought options are most palatable?: The community was asked to develop strategies for ensuring the continuation of the water supply through the drought. This information helped inform decisions about what approach is preferred by customers.

- What should trigger consideration of more severe measures?: The public reviewed drought data and the projected date that Cheney Reservoir will no longer provide water. This allowed public input about the timing of instituting more severe strategies, if the drought persists through next year.

- How would stakeholders by impacted by the options?: Uncovering concerns and issues shared by utility customers was an important part of this effort. It allowed City staff to refine the mitigation strategies to minimize the impacts to the customer base.

Rollout & Messaging of the Public Engagement Phase

The accompanying table highlights the key dates that were used to launch the public input phase of the drought planning efforts. The first step was to utilize meetings at which City staff was already booked as speakers. Staff leveraged these existing meetings to frame the drought issues that Wichita faces and to preview the public engagement opportunities that would soon follow.

Next, four activities commenced to publicize the available input opportunities. The formal launch occurred with a news release on April 1st, detailing the schedule of district community meetings. Invitations were sent to focus group members and key stakeholders to participate in the confidential interviews. Finally, an advertisement was run in the April 7th edition of the *Wichita Eagle*, distributing the schedule of meetings to about 93,000 people who read the Sunday paper.

Previewed Public Input Opportunities Community Meetings	
West Wichita Optimists Club	March 19
Woodard Neighborhood Association	March 21
Wichita Independent Neighborhoods	March 22
League of Women Voters	March 26
Publicize Public Input Opportunities	
Press Release	April 1
Invitations to Focus Groups & Stakeholders	April 2
City7 Segment	April 3
Advertisement in the Sunday Newspaper	April 7
Launch of Public Input Opportunities	**April 10**

Public Engagement Schedule & Events

The process was streamlined and compact in order to present new options to the City Council in late spring. That allows a decision prior to the summer irrigation months.

- District Neighborhood Meetings: Six separate meetings were held – one in each district – with all neighborhood groups interested in learning about the drought. They were presented with the drought data regarding Cheney Reservoir and the wellfield. Participants developed potential solutions and voted on them in order to identify which proposed ideas had the most support. A feedback form was be used at the end of the meeting to quantity other concerns and issues for the City Council.

ACTIVITY SCHEDULE	
Initial Publicity Activities	April 1—3
Advertisement in Newspaper	April 7
Activate-Wichita Online Town Hall	April 10
District Neighborhood Meetings (6)	April 16 – 18
DAB Meetings (6)	May 1—6
Convene Focus Groups	May 1—9
Key Stakeholder Interviews	May 9
End *Activate-Wichita* Online Town Hall	May 9
Advisory Committee Review	May 22
Potential City Council Action	***June 4***

- Advertisement in Newspaper: This was another avenue to publicize forthcoming input opportunities. The City would took out a quarter-page, black-and-white advertisement in the Sunday edition of the Wichita Eagle, which enjoys the highest circulation of any day of the week. It cost about $750 to run the advertisement.

- *Activate-Wichita* Online Town Hall: A relatively new tool for citizen engagement, the MindMixer system has been used previously by the City and was re-deployed in April for community issues. The system provides a forum for stakeholders to offered ideas and input, as well as a voting mechanism to aggregate the most popular concepts. Two topics were the focus of the drought issue—one asked the community for their ideas on how to use less water. The other was a poll that gauged whether the community believes that watering restrictions should be instituted. The department teamed up with the Library in rolling out the Wichita MindMixer site, which is funded by a grant from the Knight Foundation.

- Key Stakeholder Interviews: There are several large companies or representatives of job sectors whose input was solicited through confidential, one-on-one interviews. These environments allow for transparent input and discussion on the impact to the community's largest employers and stakeholders. They are designed to get vital input that does not generally rise up during other public activities.

- DAB Meetings: City staff provided the District Advisory Boards with the options that have been developed and supported during the first part of the engagement process. DAB members were asked for their general input and for what actions they deem most appropriate.

- Focus Groups: The City convened four focus groups to get different perspectives on drought planning based on customer type. A group was formed for each of the following customer types: large water users, outdoor business (car washes, golf courses, nurseries, etc), wholesale, and residential. Each of the four groups developed and considered potential options for mitigating the drought. These meetings provided information about concerns specific to customer groups, including business users.

- Water Utilities Advisory Committee: The advisory committee was the central review body on behalf of stakeholders. Committee members reviewed a report on the public input received, as well as the latest information on water levels and drought conditions. The committee was asked to synthesize all the information into a recommendation to the City Council regarding the viability and timeframe for implementing the identified drought strategies.

Output of the Process

The process concluded in late May, after the Water Utilities Advisory Committee met to deliberate over the public input and the drought data assembled by staff. The work product included this report, which highlights the level of participation and the ideas provided by everyone who was involved.

Equally as important was the set of prioritized drought mitigation options provided by the meetings and online town hall. The committee was able to categorize the ideas and analyze which are the most prudent to pursue.

Finally, the advisory committee provided a recommendation to the City Council that can be enacted in time to have an impact during the summer irrigation season.

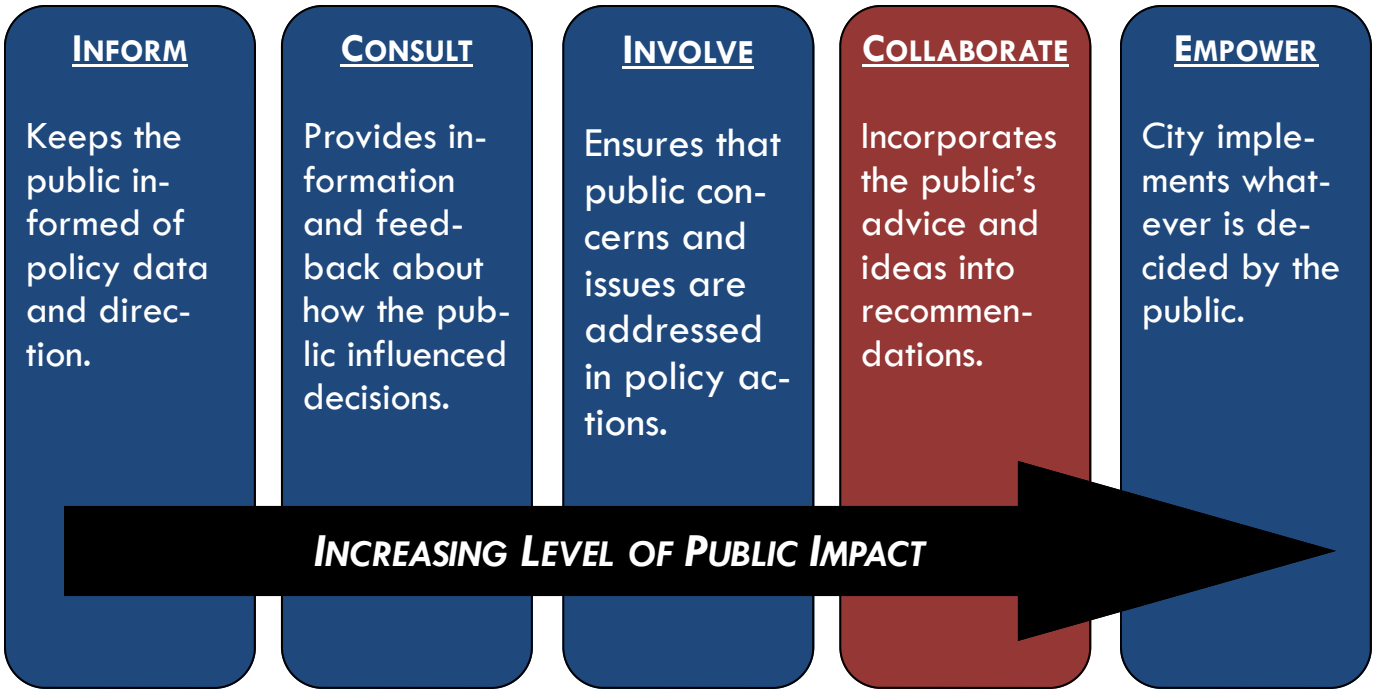
Basis of the Public Engagement Model

The City desires to better involve its stakeholders in the decision making process. Staff has traditionally engaged in an exchange approach in which the public receives information but does not have a strong role in identifying strategies and deciding outcomes. Recently, the City has placed heightened emphasis on employing an engagement approach that magnifies the role that stakeholders have in public policy.

Responding to the drought was an excellent candidate for a robust engagement model. The International Association of Public Participation (IAPP) provides a continuum of five participation approaches. The first approach represents the traditional information exchange model, while the final approach allows stakeholders to directly make policy decisions. Neither of those approaches is suitable for drought planning, as they range from not providing enough input opportunities to negating the technical aspect of water supply management.

The approach that the City implemented was a more holistic process for utility customers and is based on the IAPP Collaborative model. The City partnered with all stakeholders and sought advice for developing additional mitigation options. Stakeholders also provided input about when they prefer the existing drought strategies to be implemented. This maximized their level of input into the decision making process, while still keeping the final decision with the City Council.

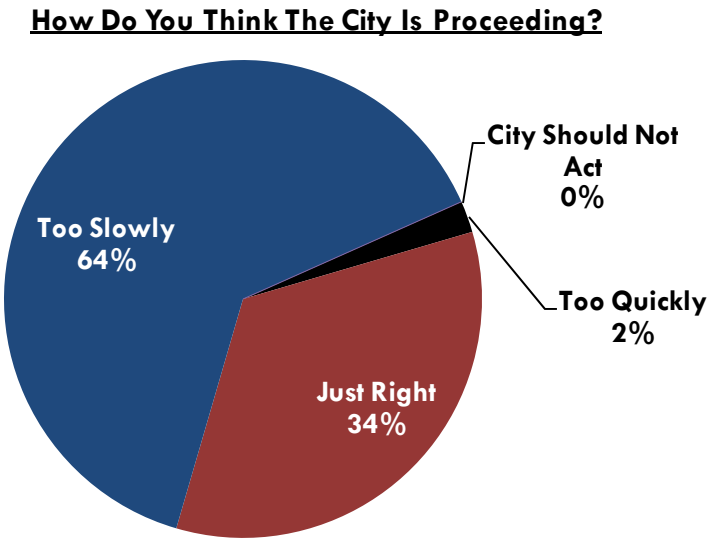
IAPP SPECTRUM OF PUBLIC PARTICIPATION



A feedback form was provided to all participants of the six community meetings, the four focus groups, and a variety of other neighborhood and community meetings in which the drought was discussed. A total of 202 forms were submitted. The following sections aggregate the results of all the feedback forms received.

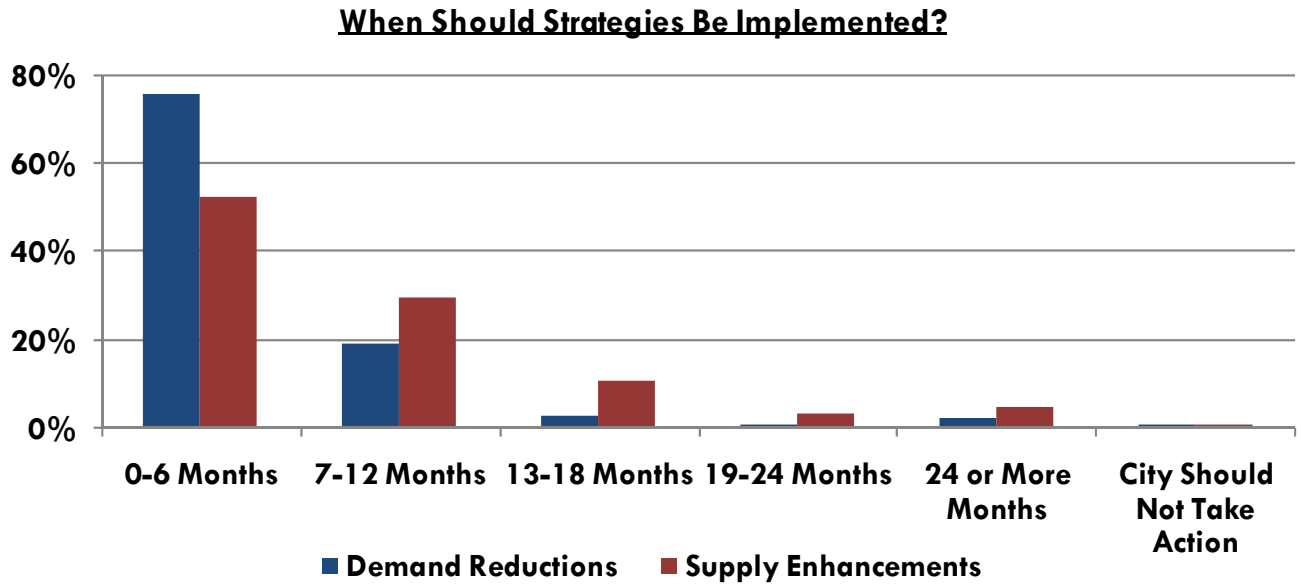
Pace of Drought Response

The first question asked respondents to rate the speed with which the City is proceeding on its drought response. The majority of respondents rated the City's response as too slow (120 of 188 responses to that question). Another 34.0% believe that the City is acting at the right pace, while a total of four respondents feel that the City is moving too quickly in response to the drought. None of the respondents feel that the City should not act at all.



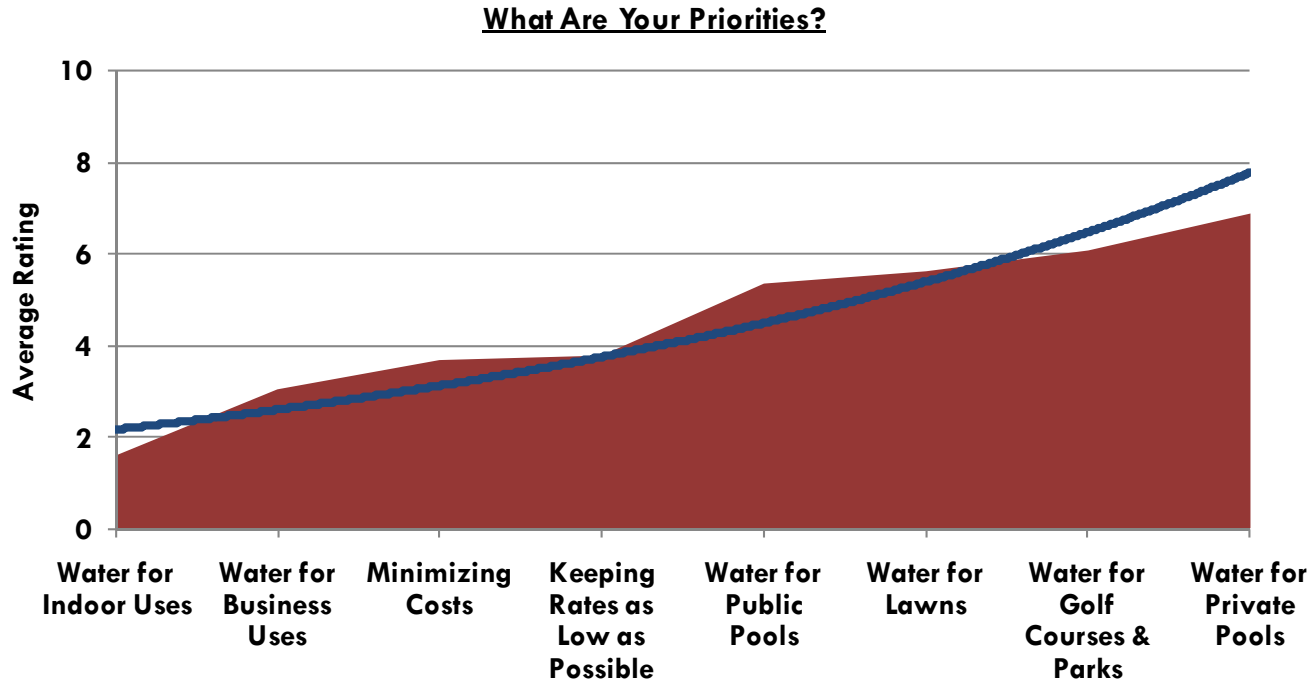
Timing of Implementation

A sizable majority of respondents (146 out of the 193 votes) believe that the City should implement strategies sometime in the next six months to reduce demand. There was less support (52.3%) for new water supplies to be pursued within six months, though that still represents a majority of respondents. Overall, a strong majority of respondents (81.6%) feel that the City should reduce its water demand and increase supply sometime in the next 12 months.



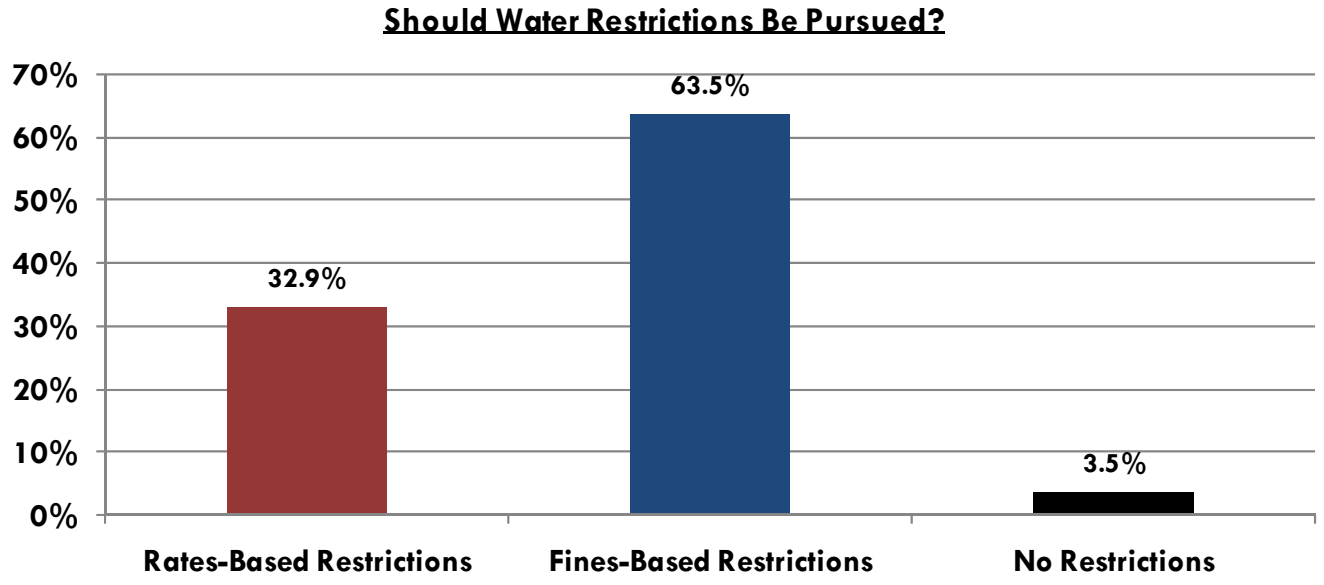
Water Priorities

The following chart shows the average rating of water priorities. There is a clear delineation with indoor water as the highest priority. Business usage, minimizing utility costs, and keeping rates low are also matters that are clearly important to customers.



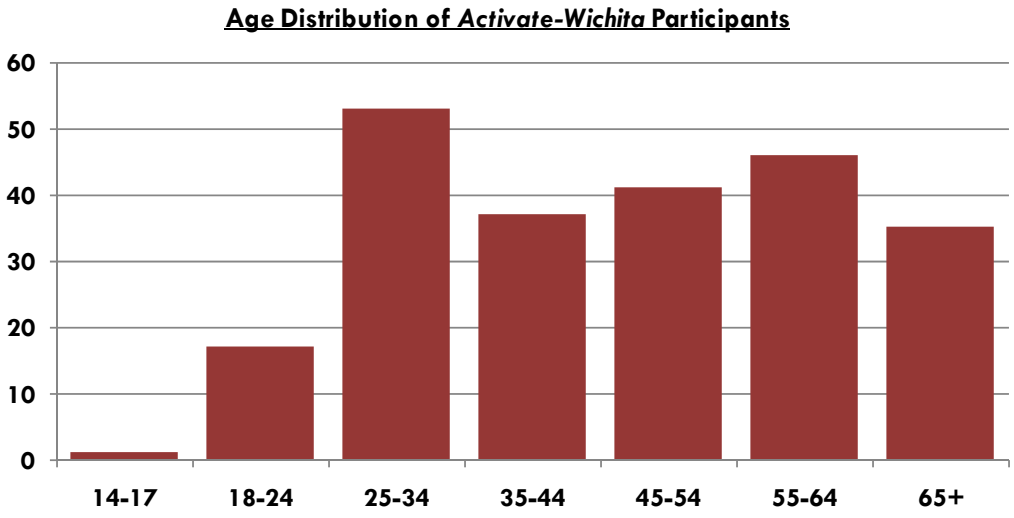
Water Restrictions

Most of the respondents feel that the City should enact water restrictions. Almost two-thirds (63.5%) indicated that that watering should be banned and violators fined.



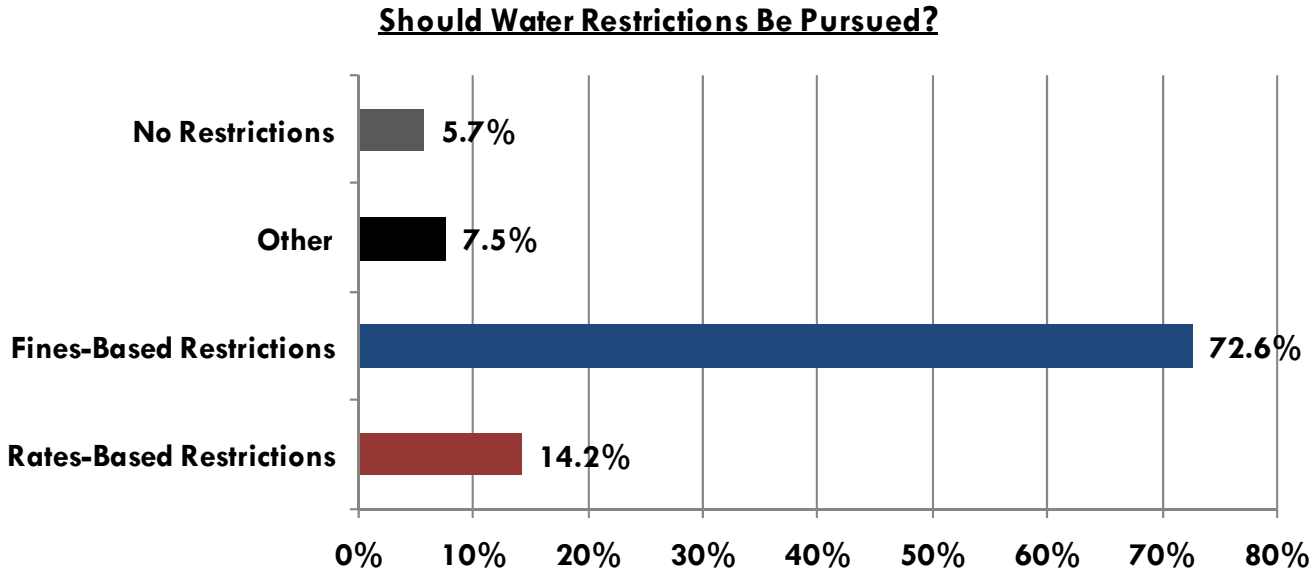
The City contracted with MindMixer to create a community forum for important topics affecting Wichitans. The site was launched on April 10th, via a press release and news conference. Staff also held an event at the Final Friday art crawl in March, during which time the public was invited to sign up for the new site. The drought response was one of the first topics highlighted.

The average age of respondents was 46.1 years old, while the majority or participants were female (68%). The most represented zip codes were located in Riverside, the urban core, northwest Wichita (67212), and east Wichita (67208).



Water Restrictions Data

The *Activate-Wichita* site asked participants to vote in a poll on water restrictions. It was very similar to the information requested on the feedback form, with the only difference being that participants could select "Other" and provide other restriction ideas in the comments section of the site. The majority of respondents (94.3%) support water restrictions.



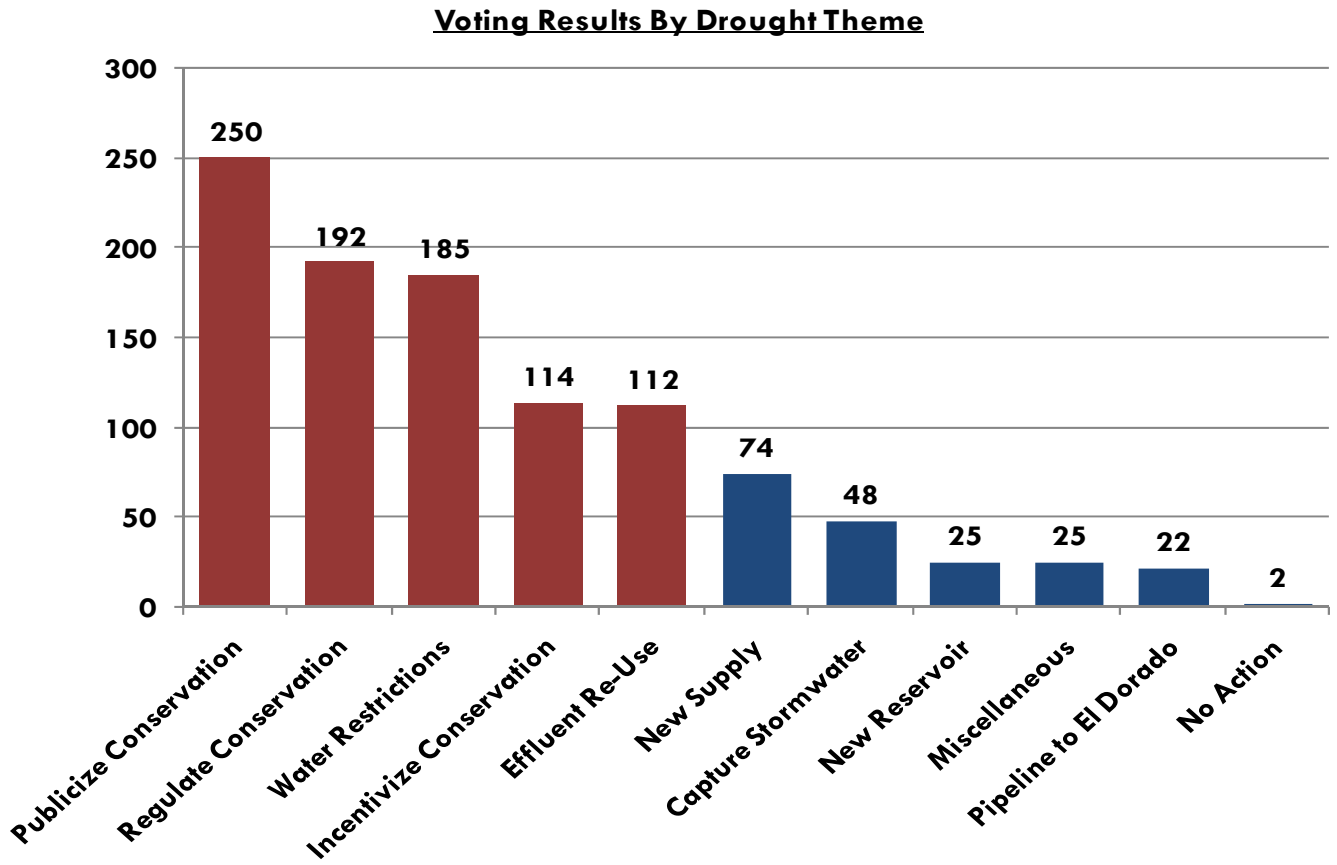
DROUGHT RESPONSE IDEAS

The six community meetings in the City Council Districts, along with the four focus groups, yielded a total of 167 strategies for how the City should respond to the drought. Through the prioritization exercise, participants cast 1,049 votes to identify which were the most preferable. Those strategies were then categorized into these results.

SUMMARY OF PROPOSED DROUGHT STRATEGIES

Theme	No. of Ideas	No. of Votes
Publicize Conservation	34	250
Regulate Conservation	34	192
Enact Water Restrictions	27	185
Incentivize Conservation	16	114
Re-Use Wastewater Effluent	12	112
Develop New Supply	18	74
Capture Stormwater	7	48
Construct a New Reservoir	6	25
Miscellaneous	6	25
Pipeline to El Dorado Lake	5	22
Do Not Take Action	2	2
Total	**167**	**1,049**

There is strong preference for pursuing the top five strategies, which received 81.3% of the overall vote counts. The City is already embarking on a voluntary conservation program that addresses the top-rated strategy. The other four highly-rated themes were proposed for consideration by the Water Utilities Advisory Committee.



All of the other components of the public input process were open to comments and ideas from all customers. However, stakeholders generally also have concerns that they are not willing to share publicly. Part of the public input plan was to convene key stakeholders in confidential meetings in which they could share concerns privately.

Key stakeholders included agencies that represented numerous other organizations, as well as some of the largest water users on the system. Invites were sent to some of these entities, while others were invited verbally during the focus group sessions.

No identifying information will be provided, so that the confidentially of the participants can be protected. This is an important step in ensuring that participants feel open in sharing their ideas and concerns.

Critical Themes from Stakeholder Interviews

Several main themes emerged from the interviews. The input from the key stakeholders aligns generally with the rest of the public feedback, but there are some additional issues aimed at long-term water sustainability.

- Use Remediated Groundwater: There is polluted groundwater being cleaned up from three sites (the Gilbert & Mosley district, the North Industrial Corridor, and near Brooks Landfill) that could be tapped for re-use elsewhere. Currently, it is cleaned and distributed to the river.

- Mesh Short-Term with Long-Term Strategies: It is important for the City to extend the supply through the drought. However, those short-term strategies can be meshed to create a long-term impact to ensure adequate supply beyond this current drought.

- Change Culture for Long-Term Conservation: One specific item that can benefit the community now and in the future is to emphasize conservation even after the drought ends. There are examples—most notably in Hays, Kansas—of successful conservation programs elsewhere that can be replicated in Wichita.

- Cease Scaring Businesses with Crisis Climate: The messaging used by the City in the last two months is scaring businesses because of the looming scarcity of water. It will be much harder to retain and attract businesses if we do not soon change the public drought message. The City should publicize its success in solving the drought once new strategies are enacted.

- Develop Proactive Drought Plan: Instead of getting deep into a drought before developing mitigations strategies, the City ought to deal with future droughts with a plan that includes gradual escalations in mitigation measures.

APPENDIX

Community Meeting Summaries

Description
A community meeting was held in each City Council district. These summaries show the prioritized drought strategies along with data from the feedback forms.

Focus Group Summaries

Description
These are similar to the Community Meetings except that they highlight input received during four focus groups (residential, large users, wholesale customers, and outdoor business users).

District Advisory Board Summaries

Description
City staff presented public input updates to the District Advisory Boards in May. The feedback from the District Advisory Board members is included in this section.

***Activate-Wichita* Results**

Description
The *Activate-Wichita* site provided an online town hall forum to express conservation ideas and vote in a poll on water restrictions. Those results, along with demographic data, are presented.

Data From Neighborhood Meetings

Description
Several neighborhood and community groups requested speakers on the drought. The feedback form was provided to these groups, and their responses are presented as part of this report.

List of All Drought Response Ideas

Description
There were 10 opportunities—the community meetings and the focus groups—when the public offered drought solutions. Those ideas are shown, along with the vote totals for each. Other ideas provided outside of the meetings are also included.

Presentation Materials

Description
The materials used in the public input process are incorporated in the appendix. This includes a PowerPoint presentation, feedback form, and water reduction exercise.

Fliers, Notifications, & Media Releases

Description
Numerous publicity activities were implemented to notify customers of the public input opportunities. These publicity methods are provided for reference.

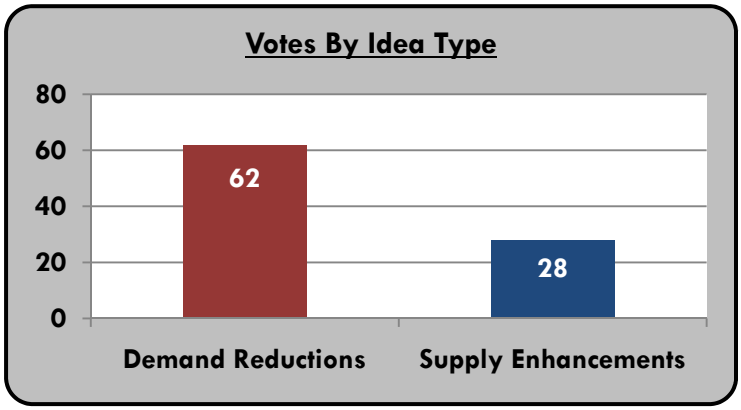
Public Participation Spectrum

Description
The spectrum of public participation formed the framework of the process. It was produced by the International Spectrum of Public Participation.

The first in a series of six community meetings was held at the Atwater City Hall. There was a headcount of 20 attendees, although only 14 signed in at the welcome table. Six of the participants completed the feedback forms at the end of the meeting.

MEETING SNAPSHOT	
Location	Atwater City Hall
Time	5:30 – 6:30pm
Number of Participants	20
Proposed Demand Reduction Ideas	12
Proposed Supply Enhancement Ideas	6
Votes Cast	90
Feedback Forms Submitted	6

The group developed a total of 18 ideas for consideration for the City Council. Of that total, 67% are strategies for reducing water usage, while the remaining 33% are ideas for increasing the City's water supply. Each participant was provided with six sticker dots with which to vote on the ideas that they supported the most. This voting exercise was the method for determining which of the strategies are the highest priorities to the participants.



Based on the votes, demand reductions appear to be the focal point of this group. A total of 69% of the priority votes were cast for demand reductions, while only 31% were used on strategies to increase the available supply.

The highest priority of this group was to implement watering restrictions immediately (12.2%), while another 10.0% of the participants voted to apply the same watering restrictions to residents and businesses alike. The group wants the City to study construction of a new reservoir, which would also serve to generate economic development. That option tied with the idea to improve education on how the public can use less water. Two supply enhancement strategies – re-using sewage effluent from the treatment plan and building a pipeline to El Dorado Lake – were also supported as drought mitigation options.

HIGHEST PRIORITY DROUGHT STRATEGIES			
Strategy	**Type**	**Votes**	**Percent**
Implement Water Restrictions Now	Demand Reduction	11	12.2%
Same Restrictions to Businesses & Residents	Demand Reduction	9	10.0%
Study Building a New Reservoir for Econ. Dev.	Supply Enhancement	8	8.9%
Educate the Public on Conservation	Demand Reduction	8	8.9%
Public Wastewater Re-Use	Supply Enhancement	7	7.8%
El Dorado Lake Distribution System	Supply Enhancement	7	7.8%
12 Other Strategies		40	44.4%

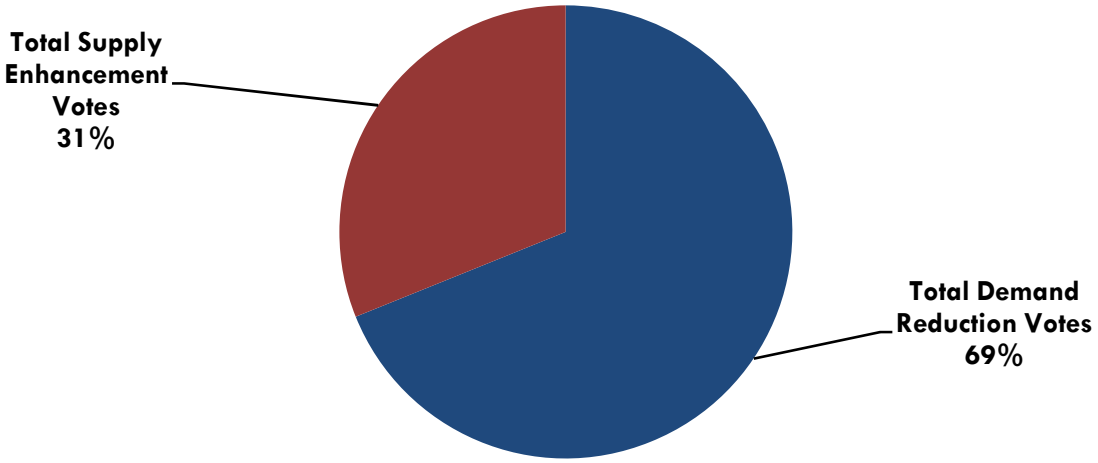
Drought Response Strategies **District 1**

April 16, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Implement water restrictions now	11	17.7%	12.2%
Same restrictions apply to businesses and residents	9	14.5%	10.0%
Educate public on conservation	8	12.9%	8.9%
Offer rebates for more efficient appliances and devices	6	9.7%	6.7%
Require low flow devices on all new construction and remodels	6	9.7%	6.7%
Include private well restrictions	6	9.7%	6.7%
Require and rebate rain sensors on irrigation systems	5	8.1%	5.6%
Implement odd-even watering schedule	4	6.5%	4.4%
Xeriscaping	3	4.8%	3.3%
Change codes to require re-use for irrigation	2	3.2%	2.2%
Do nothing	1	1.6%	1.1%
Build a purple pipe system for re-use	1	1.6%	1.1%
Total	**62**	**100.0%**	

Increase Supply			
Study building a new reservoir for economic development	8	28.6%	8.9%
Public wastewater reuse	7	25.0%	7.8%
El Dorado Lake distribution system	7	25.0%	7.8%
Private gray water re-use	4	14.3%	4.4%
Encourage drilling private wells	1	3.6%	1.1%
Temporary/emergency pipeline to other reservoir	1	3.6%	1.1%
Total	**28**	**100.0%**	

Total Demand Reduction Votes	62	68.9%
Total Supply Enhancement Votes	28	31.1%
Total Votes	**90**	**100.0%**

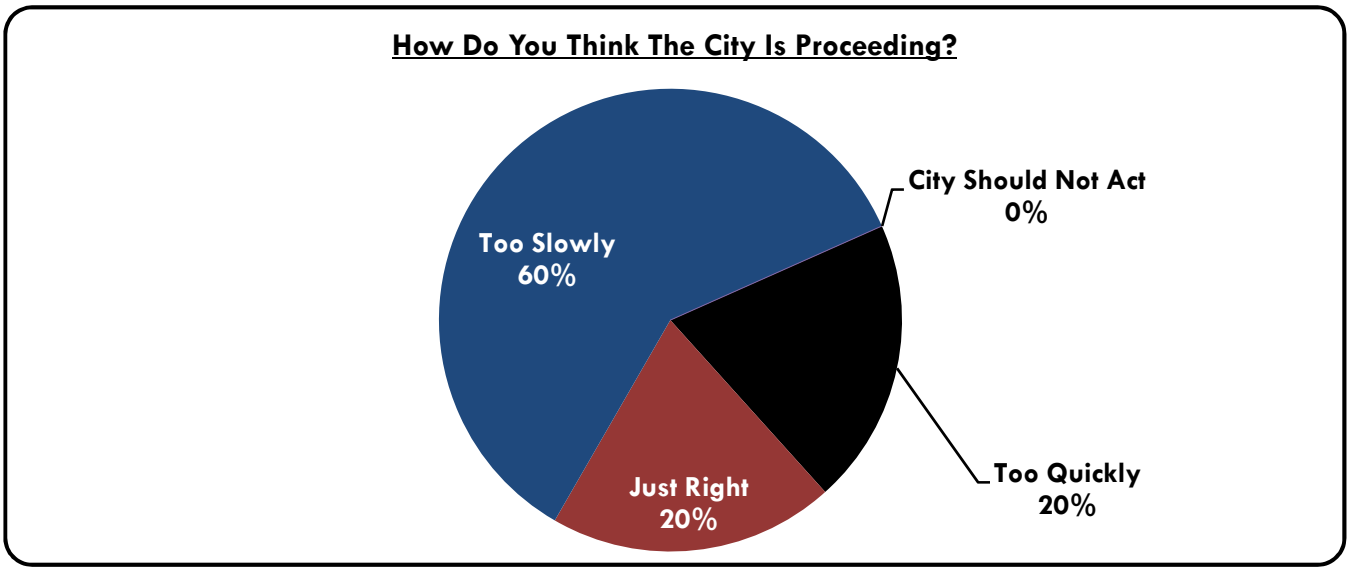


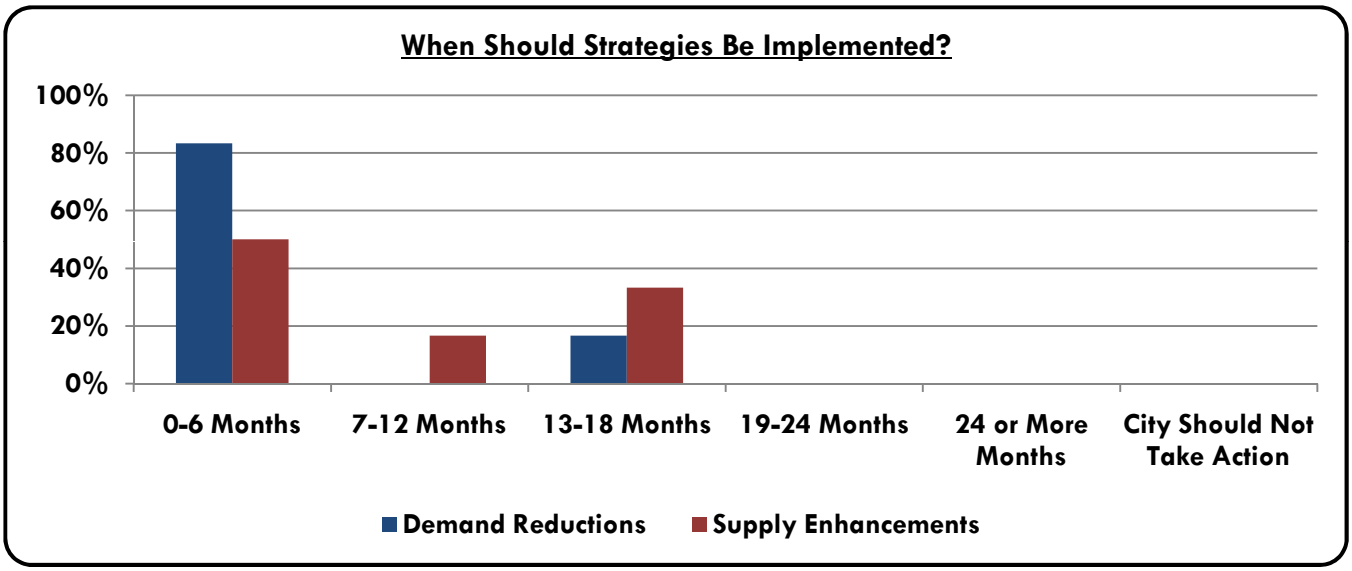
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	1	20.0%
Just Right	1	20.0%
Too Slowly	3	60.0%
City Should Not Act	0	0.0%
TOTAL	**5**	**100.0%**

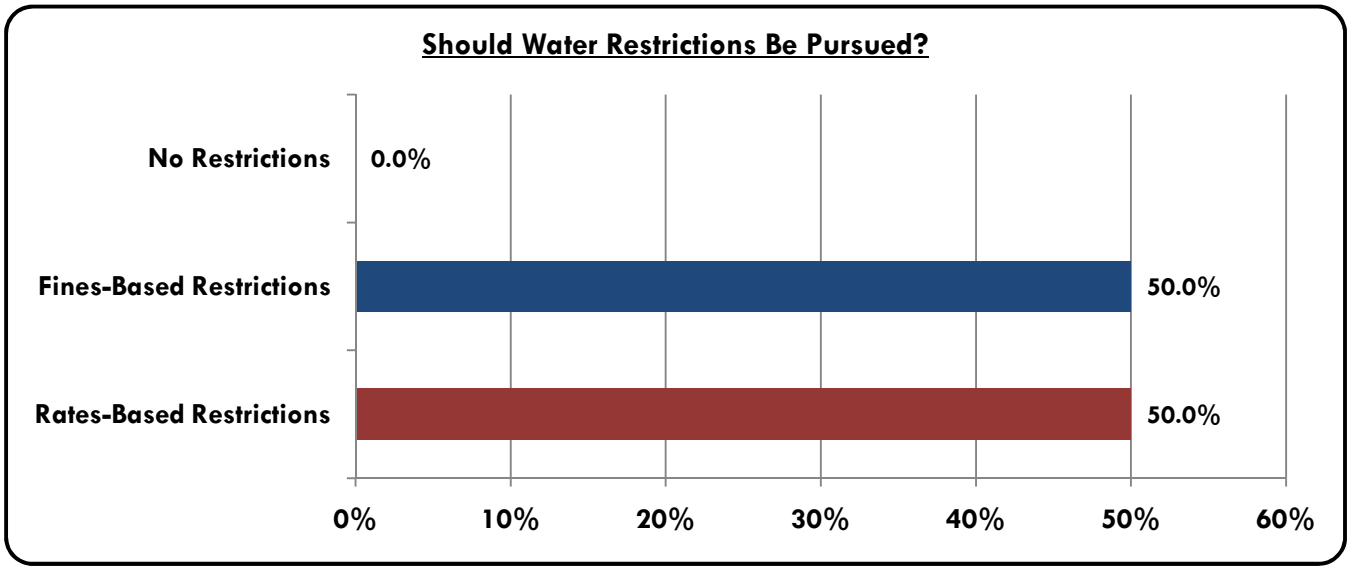
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	5	83.3%
7-12 Months	0	0.0%
13-18 Months	1	16.7%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**6**	**100.0%**
Supply Enhancement		
0-6 Months	3	50.0%
7-12 Months	1	16.7%
13-18 Months	2	33.3%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**6**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.67	*The priorities are ranked in order; the lower the number, the higher the priority.*
Keeping Rates as Low as Possible	2.50	
Minimizing Costs	3.83	
Water for Business Uses	4.00	
Water for Public Pools	5.33	
Water for Lawns	5.33	
Water for Golf Courses & Parks	6.67	
Water for Private Pools	7.17	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	2	50.0%
Ban Outdoor Watering and Fine Violators	2	50.0%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**4**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
60%
City Should Not Act
0%
Just Right
20%
Too Quickly
20%


When Should Strategies Be Implemented?
100%
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
50.0%
Rates-Based Restrictions
50.0%
0%
10%
20%
30%
40%
50%
60%

COMMENTS

- A good meeting

- Implement odd/even days for home and business watering. Banning outdoor watering is not needed yet. 1) Good start; 2) Start moving on changes this year - 2013; 3) Have sense of urgency even if the "Cheney Dry Date" moves later into the future; 4) Don't slow down on your efforts; 5) Contact homeowners associations to gather momentum with blocks of residents; 6) I will stay engaged in helping the City solve this.

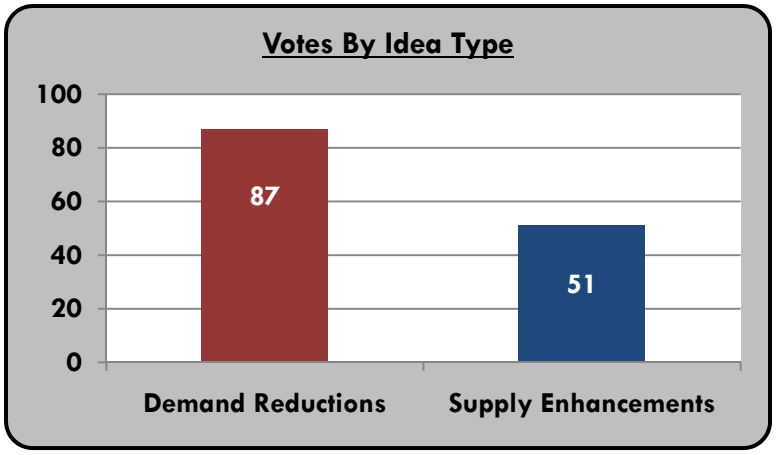
- Excellent presentation!

- If you use the water, you should pay for it.

Fire Station #20 was the site of the meeting held in District 2. It had approximately 30 participants who developed a total of 26 drought mitigation strategies for consideration. The five highest-rated strategies were developed through the use of a prioritization exercise that included 138 individual votes.

MEETING SNAPSHOT	
Location	Fire Station #20
Time	7:30 – 8:30pm
Number of Participants	30
Proposed Demand Reduction Ideas	17
Proposed Supply Enhancement Ideas	9
Votes Cast	138
Feedback Forms Submitted	17

Like groups in the other community meetings, the majority of the strategies were developed to reduce demand for water. Of the 26 strategies developed, 65% were demand reductions. In addition, 63% of the votes cast in the prioritization exercise were for strategies to cut water usage.



Prioritization of the strategies occurred through the use of a voting exercise. All attendees were given six sticker dots with which to vote on the ideas that they supported the most. Participants could use their dots however they chose. The final vote tally is the basis for establishing the highest priority drought strategies.

This group prefers that the City increase the available supply by re-using effluent from the sewage treatment plant (10.1% of the votes). Other preferred strategies include requiring rain sensors on new irrigation systems, rebates for sensors on existing systems, and requiring drought-tolerant grasses. Increased public education on how to use less water is also a priority. Rounding out the top five priorities is the City's water distribution system. Repairs could be made to reduce the amount of water lost through leaks.

HIGHEST PRIORITY DROUGHT STRATEGIES			
Strategy	**Type**	**Votes**	**Percent**
Re-Use Sewer Effluent	Supply Enhancement	14	10.1%
Require/Rebates for Irrigation Sensors	Demand Reduction	10	7.2%
Require Warm Season Grasses	Demand Reduction	10	7.2%
More Public Education on Conservation	Demand Reduction	9	6.5%
Update City Water Lines to Repair Leaks	Supply Enhancement	9	6.5%
21 Other Strategies		86	62.5%

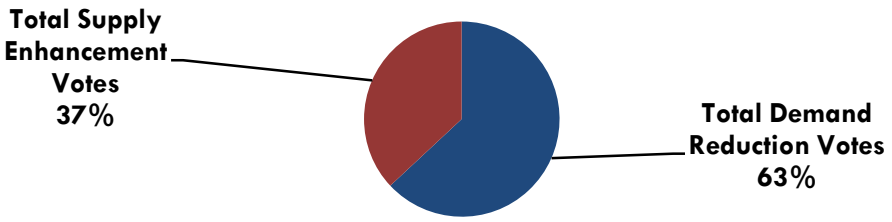
Drought Response Strategies **District 2**

April 17, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Require sensors on new irrigation; incentives for existing	10	11.5%	7.2%
Require warm season grasses	10	11.5%	7.2%
More public education on climate, landscape, and xeriscape	9	10.3%	6.5%
Rebates for high efficiency appliances and toilets	8	9.2%	5.8%
Re-use gray water	8	9.2%	5.8%
Increase rates	6	6.9%	4.3%
Moratorium on building permits	6	6.9%	4.3%
Water rationing - public supply and wells	6	6.9%	4.3%
City conservation	5	5.7%	3.6%
License irrigation companies to program for conservation	4	4.6%	2.9%
Include flapper-less toilets	3	3.4%	2.2%
More conservation education	3	3.4%	2.2%
No clay fill for yard soil	3	3.4%	2.2%
Don't provide water in restaurants unless requested	2	2.3%	1.4%
Limit public fountains	2	2.3%	1.4%
Restrict filling ponds	1	1.1%	0.7%
Let yards go dormant	1	1.1%	0.7%
Total	**87**	**100.0%**	

Increase Supply			
Re-use sewer effluent	14	27.5%	10.1%
Update City water lines to repair leaks	9	17.6%	6.5%
Encourage cisterns, rain barrels, and rain capture systems	8	15.7%	5.8%
Pipeline from El Dorado Lake	8	15.7%	5.8%
Build new reservoir	3	5.9%	2.2%
Dredge Cheney Lake	3	5.9%	2.2%
Utilize shallow aquifer	2	3.9%	1.4%
Create new supply	2	3.9%	1.4%
Effective water supply planning by a single department	2	3.9%	1.4%
Total	**51**	**100.0%**	

Total Demand Reduction Votes	87	63.0%
Total Supply Enhancement Votes	51	37.0%
Total Votes	**138**	**100.0%**

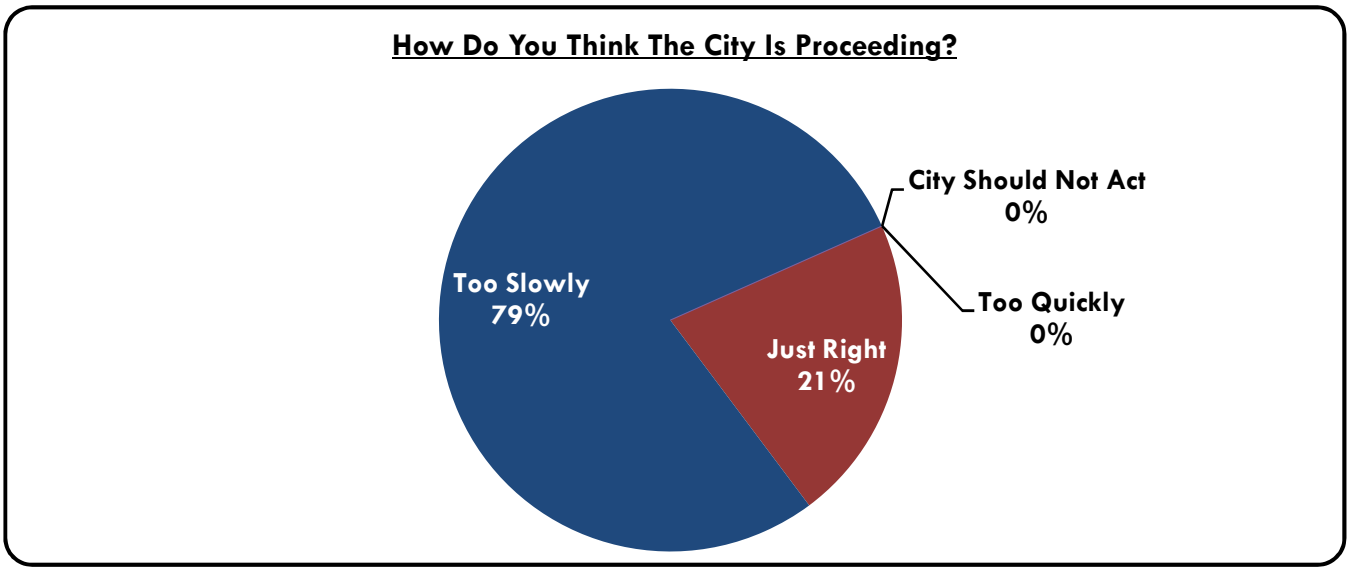


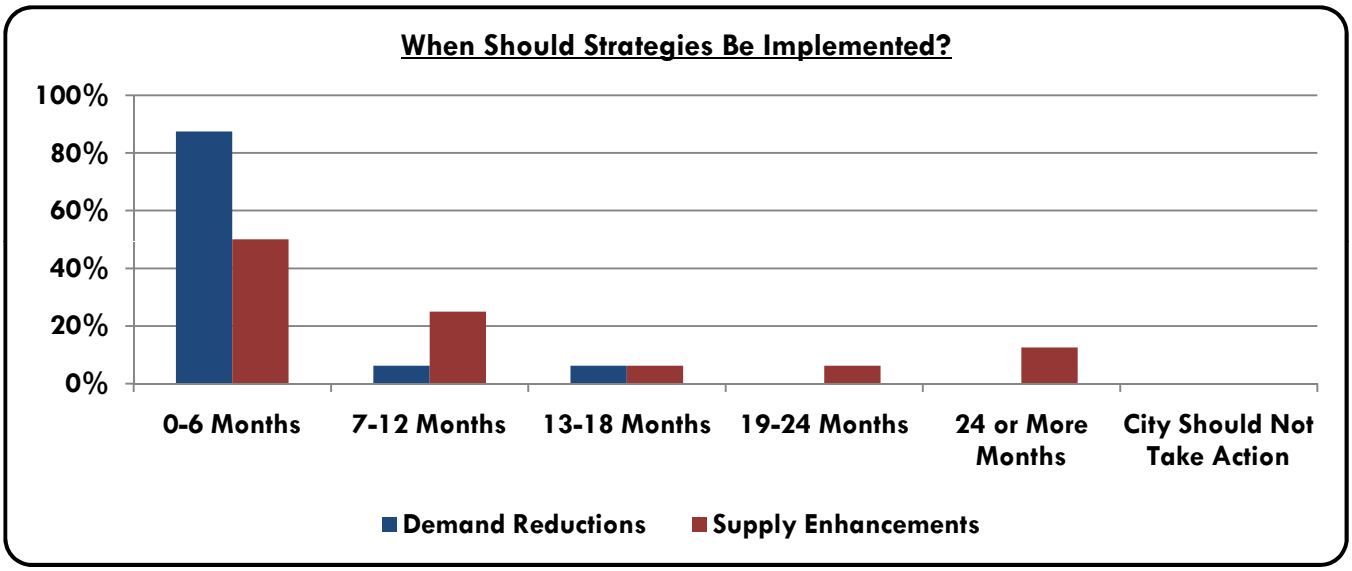
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	3	21.4%
Too Slowly	11	78.6%
City Should Not Act	0	0.0%
TOTAL	**14**	**100.0%**

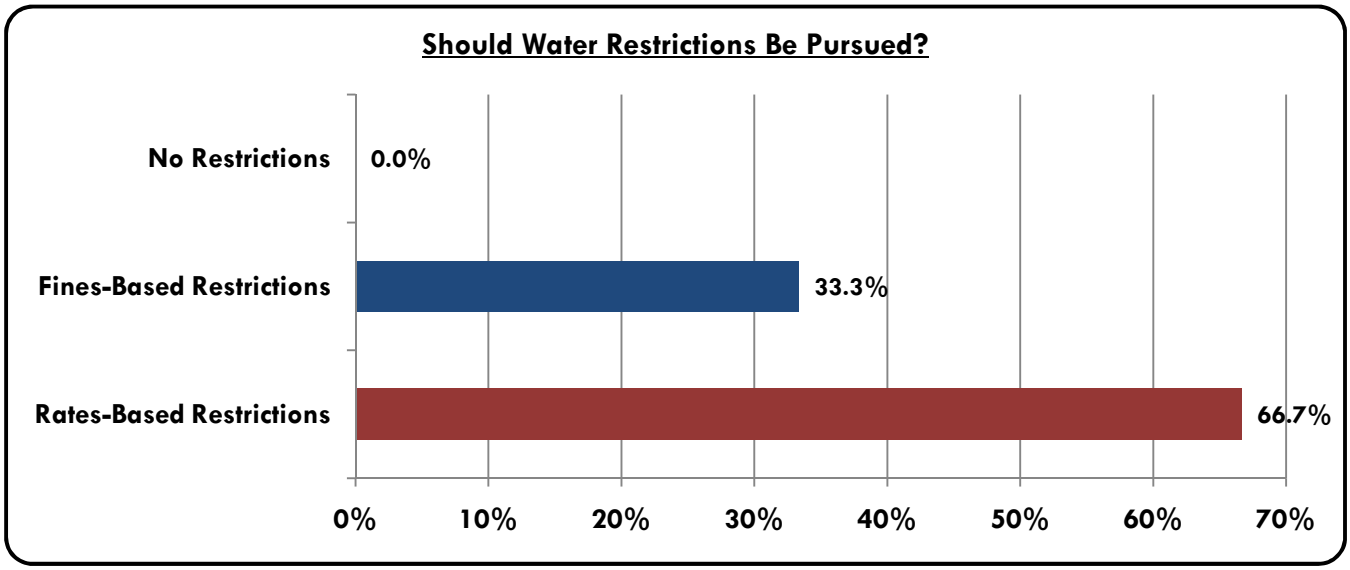
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	14	87.5%
7-12 Months	1	6.3%
13-18 Months	1	6.3%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**16**	**100.0%**
Supply Enhancement		
0-6 Months	8	50.0%
7-12 Months	4	25.0%
13-18 Months	1	6.3%
19-24 Months	1	6.3%
24 or More Months	2	12.5%
City Should Not Take Action	0	0.0%
TOTAL	**16**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.53	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Business Uses	2.41	
Minimizing Costs	3.24	
Keeping Rates as Low as Possible	3.82	
Water for Public Pools	5.25	
Water for Lawns	5.56	
Water for Golf Courses & Parks	6.65	
Water for Private Pools	7.44	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	2	66.7%
Ban Outdoor Watering and Fine Violators	1	33.3%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**3**	**100.0%**


How Do You Think The City Is Proceeding?
City Should Not Act
0%
Too Quickly
0%
Too Slowly
79%
Just Right
21%


When Should Strategies Be Implemented?
100%
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
33.3%
Rates-Based Restrictions
66.7%
0%
10%
20%
30%
40%
50%
60%
70%

COMMENTS

- Do not raise rates to make it too expense to water outdoors. Ban watering five days a week. Email and websites are not available to the hundreds of people who do not have computers.

- Concerned about use of water for fracking (restrictions?). Recycle water (runoff), rain water collection. Educate the public in more efficient methods of water usage.

- Start restricting lawn watering now. Once a week.

- Raising rates is a poor idea as a main approach - will punish many people. A cycle should be allowed. Water on odd or even days. Fine those who violate. Not restricting water is not practical in a drought - should put restrictions in place.

- Promote efficient washers, dishwashers, toilets. Require rain sensors on irrigation systems. Promote use of rain barrels, flow meters on hoses, irrigation systems. Promote use of warm season grasses and landscaping. Re-use gray water. Re-use storm sewer runoff.

- I think it is important to save water. Thank you for letting me attend (I am only 10).

- Reduce outdoor watering and fine violators. It seems to me that a basic concerns should be to protect our basic water resources. As a landowner, I have been approached to lease my land to an oil company for "fracking." This requires huge supplies of water. Is anything being done to discourage this activity?

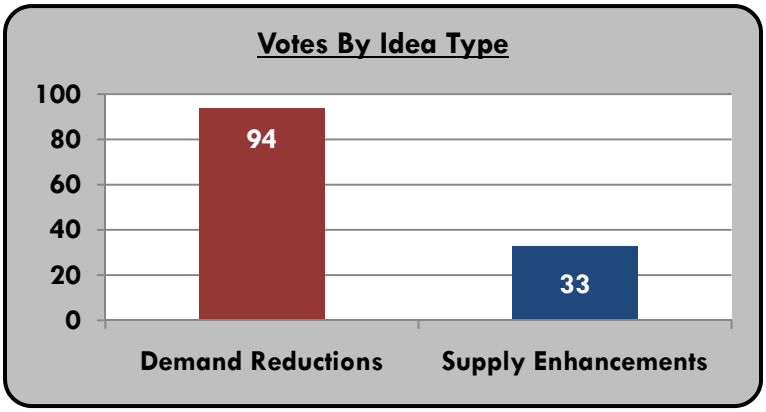
- Raising rates is not feasible - too many rich can still pay the price. Conservation has to be mandatory.

- Everyone should be given reasonable rates for low usage. High rates if we use a great amount of water. Homeowners who have sprinkler systems generally do not know how to operate them. They have to have them turned on and programmed by outside business. These businesses should not be allowed to to run on the systems prior to May 1 and should not be able to program them to run everyday. My neighbors are already running their systems daily because the systems have been turned on by the sprinkler company and programmed to run daily.

The District 3 community meeting was held at the WATER Center, which is the same venue that hosts the monthly DAB meetings. Approximately 40 customers attended, with 22 feedback forms submitted after the meeting was concluded. A total of 18 drought mitigation options were developed by the group, while 127 votes were cast in the prioritization exercise.

MEETING SNAPSHOT	
Location	WATER Center
Time	5:30 – 6:30pm
Number of Participants	40
Proposed Demand Reduction Ideas	13
Proposed Supply Enhancement Ideas	5
Votes Cast	127
Feedback Forms Submitted	22

Reducing demand was the most important theme of this group, as 72% of the ideas developed are aimed at lowering water usage. In addition, 94 of the 127 votes cast in the prioritization exercise were for demand reduction strategies.



Strategies were prioritized through the dot exercise, in which participants were provided with six sticker dots to vote for their preferred options.

Although the group focused its votes and ideas on demand reductions, its highest priority is a supply enhancement strategy in which the City would pursue planning for long-range water sustainability. Another supply enhancement priority is to study how to use treated effluent for irrigation.

The remaining five highest priorities are all demand reductions centered on outdoor usage. Native plants and drought-tolerant landscaping should be used, while lawn watering ought to be reduced. Additionally, the group preferred that outdoor watering should only be allowed on select days, with a prohibition on watering during the remaining days of the week.

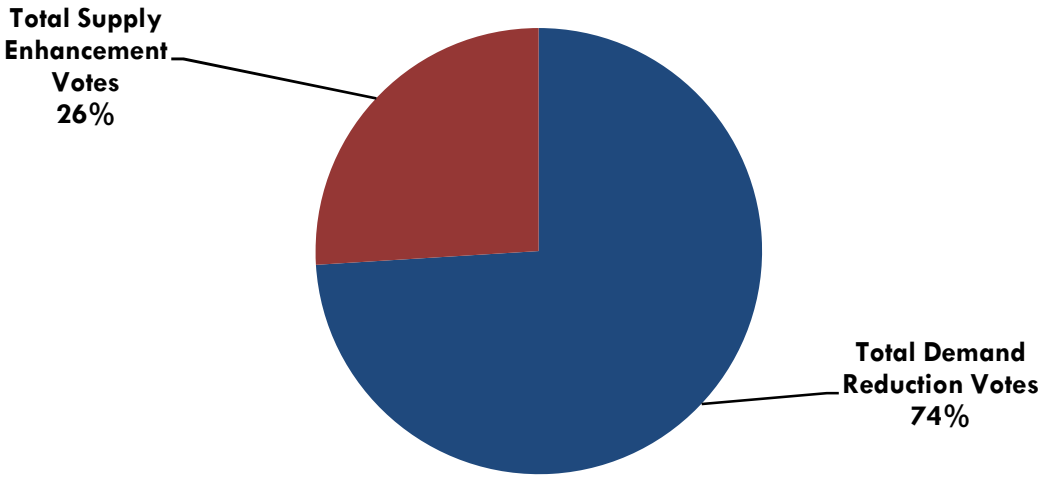
HIGHEST PRIORITY DROUGHT STRATEGIES			
Strategy	**Type**	**Votes**	**Percent**
Long Range Planning for Sustainability	Supply Enhancement	15	11.8%
Native Plants and Landscaping	Demand Reduction	13	10.2%
Look at Gray Water for Irrigation	Supply Enhancement	11	8.7%
Reduce Lawn Watering	Demand Reduction	10	7.9%
Allow Watering Only On Select Days	Demand Reduction	10	7.9%
21 Other Strategies		68	53.5%

April 17, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Native plants and landscaping	13	13.8%	10.2%
Reduce lawn watering	10	10.6%	7.9%
Water restrictions on certain days only	10	10.6%	7.9%
Media and public education	9	9.6%	7.1%
Share in the restrictions - everybody and everyone	9	9.6%	7.1%
Stop automatically serving water in restaurants	7	7.4%	5.5%
Educate on the sense of urgency	7	7.4%	5.5%
Rules on public water should apply to well users too	7	7.4%	5.5%
Rebates for rain sensors on irrigation systems	6	6.4%	4.7%
Use composting toilets	5	5.3%	3.9%
Increase price to reduce use	5	5.3%	3.9%
Install low flow heads on faucets and efficient washers	4	4.3%	3.1%
Increase use of rain barrels	2	2.1%	1.6%
Total	**94**	**100.0%**	

Increase Supply			
Long range planning for sustainability	15	45.5%	11.8%
Look at gray water for irrigation	11	33.3%	8.7%
Switch the 60/40 balance from Cheney to the Equus Beds	4	12.1%	3.1%
Look for additional groundwater and surface water sources	2	6.1%	1.6%
Consider El Dorado Lake water	1	3.0%	0.8%
Total	**33**	**100.0%**	

Total Demand Reduction Votes	94	74.0%
Total Supply Enhancement Votes	33	26.0%
Total Votes	**127**	**100.0%**

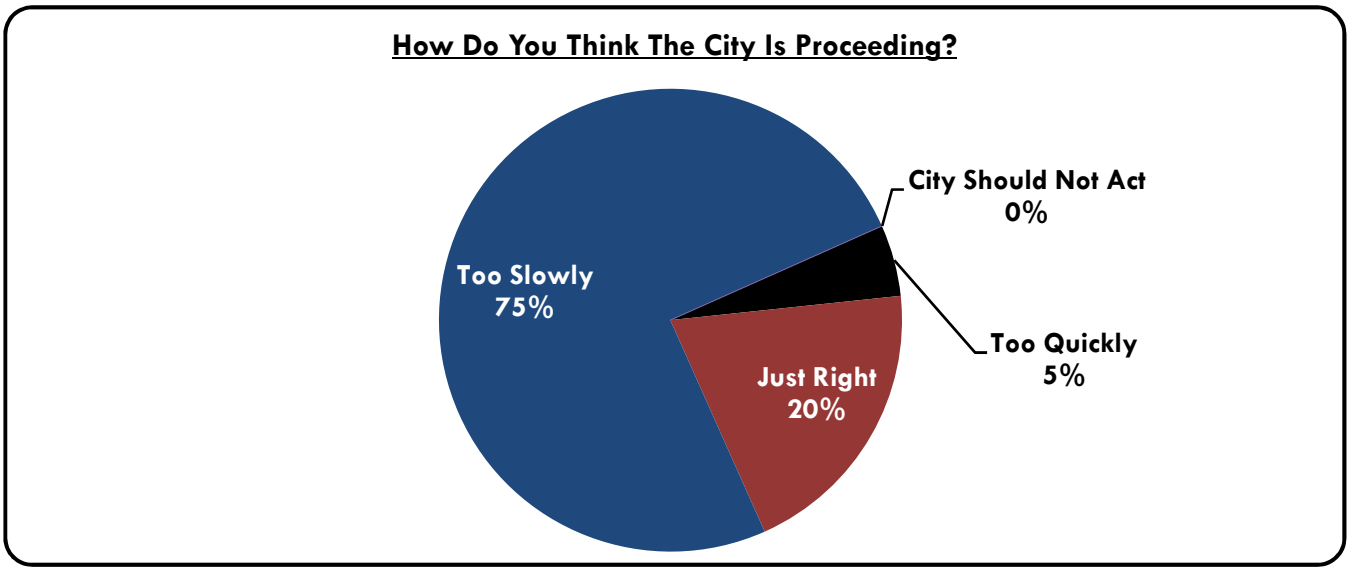


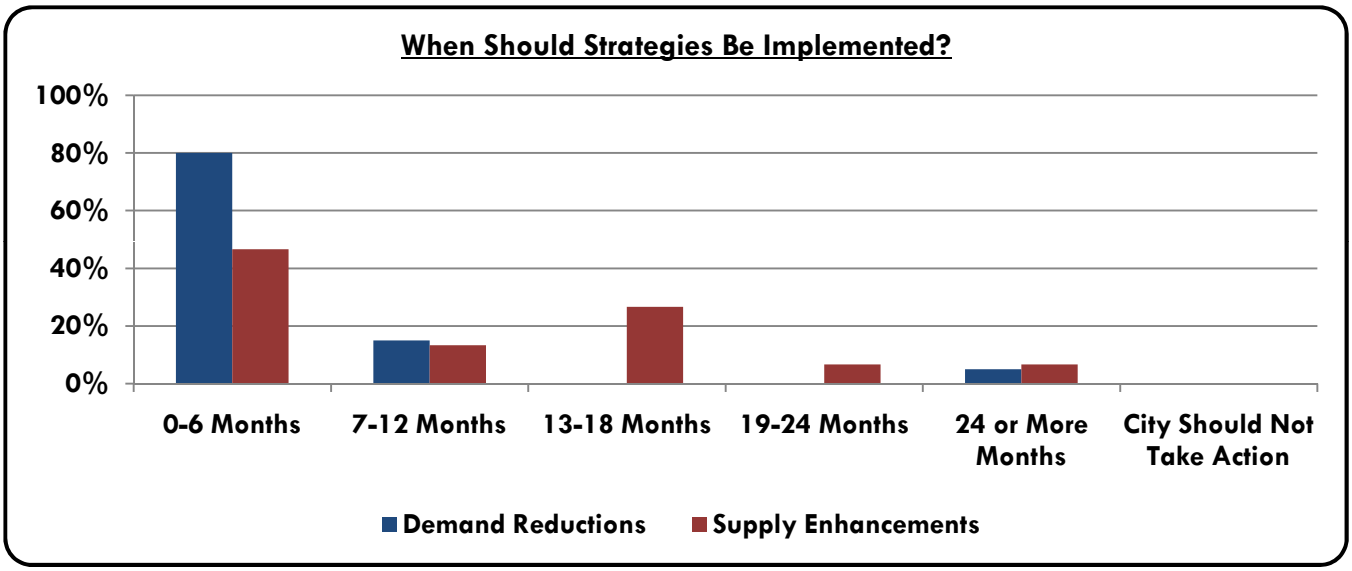
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	1	5.0%
Just Right	4	20.0%
Too Slowly	15	75.0%
City Should Not Act	0	0.0%
TOTAL	**20**	**100.0%**

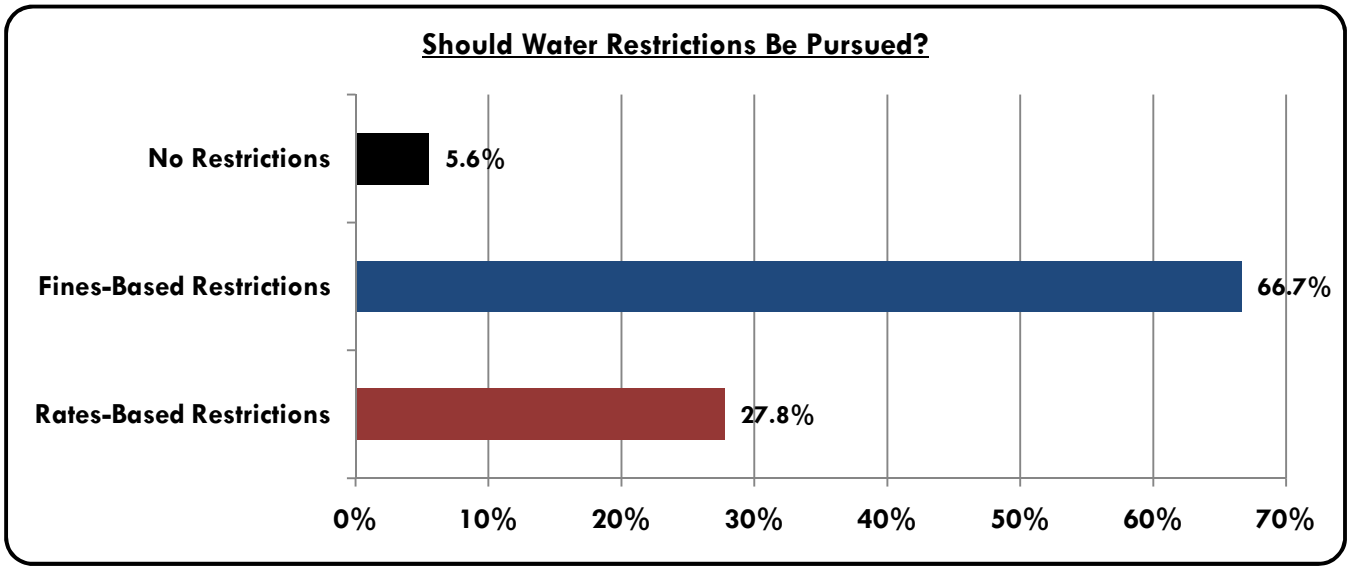
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	16	80.0%
7-12 Months	3	15.0%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	1	5.0%
City Should Not Take Action	0	0.0%
TOTAL	**20**	**100.0%**
Supply Enhancement		
0-6 Months	7	46.7%
7-12 Months	2	13.3%
13-18 Months	4	26.7%
19-24 Months	1	6.7%
24 or More Months	1	6.7%
City Should Not Take Action	0	0.0%
TOTAL	**15**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.76	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Business Uses	3.67	
Minimizing Costs	3.70	
Keeping Rates as Low as Possible	3.85	
Water for Lawns	5.38	
Water for Public Pools	5.48	
Water for Golf Courses & Parks	5.48	
Water for Private Pools	6.52	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	5	27.8%
Ban Outdoor Watering and Fine Violators	12	66.7%
Do Not Restrict Any Water Usage	1	5.6%
TOTAL	**18**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
75%
City Should Not Act
0%
Too Quickly
5%
Just Right
20%


When Should Strategies Be Implemented?
100%
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
5.6%
Fines-Based Restrictions
66.7%
Rates-Based Restrictions
27.8%
0%
10%
20%
30%
40%
50%
60%
70%

COMMENTS

- Should have started this process 50 years ago. I'm not convinced we can increase supply significantly. We are dancing around the issue! Severe measures should be in place today! The issue is more than what Wichita can do - it's a regional/national issue. Where is most water used in Kansas? Agriculture! We need to address that and preserve what's left of the Ogallala Aquifer.

- City should have acted on the drought 18-24 months ago. Wealthy people with irrigation systems and pools will pay any amount to have lush lawns and full pools. Businesses don't care either, what it costs to have lush landscapes. Is there any way to limit the amount of water to households, businesses, etc? If everyone knew they could only use 50,000 gallons of water a month then it was shut off, they would think twice about what to use water for.

- Look at attendance at these meetings. Hard to get people involved. Use restricted days.

- Absolutely don't raise rates to make watering too expensive. Ban water from running down the street. Restrict watering in winder and down gutters for half a mile.

- Thank you for presentations and opportunity to speak.

- Do not raise rates to make watering too expensive. Ban watering cautiously. No reasonable restrictions should be considered or implemented.

- Reduce water demand long-term.

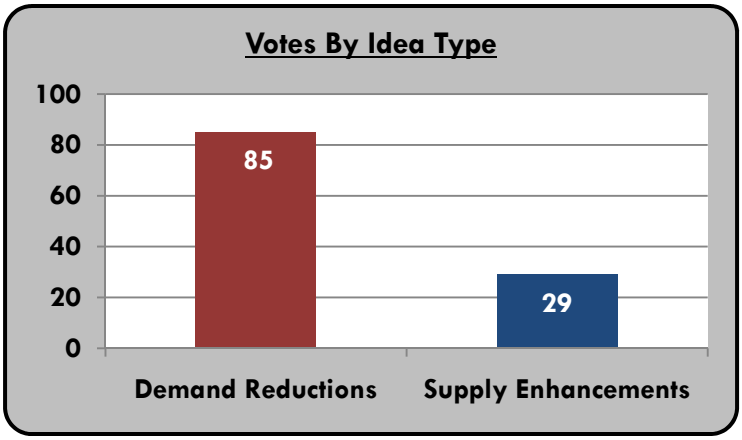
- Raise tiered rates for large users.

- City and county governments should lead by example!

Around 40 people attended the community meeting in District 4, which was held at the Alford Library branch. The group developed 18 strategies for mitigating the current drought conditions. These strategies were ranked during a prioritization exercise in which participants received six sticker dots each to vote on their preferred options.

MEETING SNAPSHOT	
Location	Alford Library
Time	7:30 – 8:30pm
Number of Participants	40
Proposed Demand Reduction Ideas	11
Proposed Supply Enhancement Ideas	7
Votes Cast	114
Feedback Forms Submitted	22

The group focused its priorities on reducing demand, as is evidenced by the 75% - 25% split in the number of votes cast for demand reductions compared to options that create new water supplies.



Capturing and re-using the effluent treated at the wastewater plant was the highest priority of the group. The only other supply enhancement was to better utilize rain water. A number of strategies to regulate irrigation were prioritized, along with rebates to provide incentives to customers. Those rebates would give an incentive to install low-flow devices and appliances, as well as to replace existing landscaping with drought-tolerant plantings. Finally, more impactful public service announcements could be used.

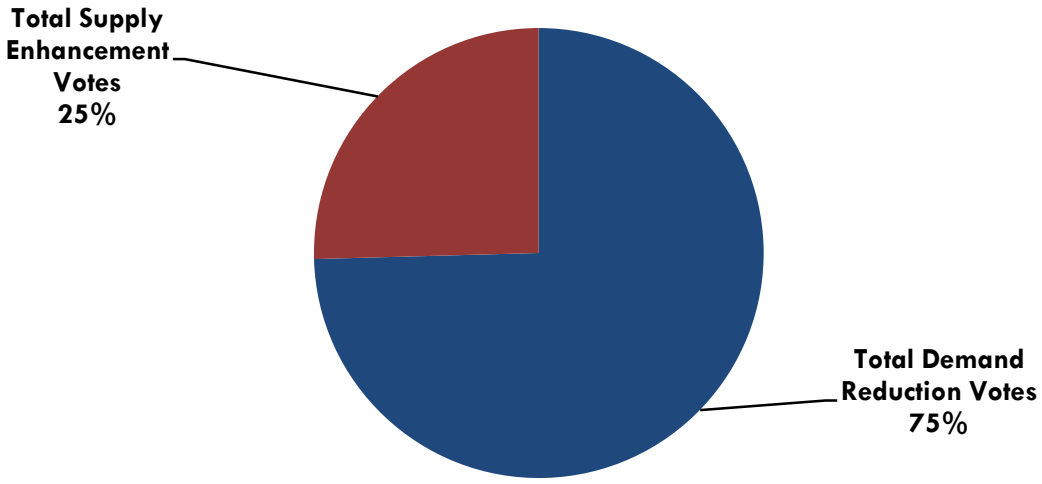
HIGHEST PRIORITY DROUGHT STRATEGIES			
Strategy	**Type**	**Votes**	**Percent**
Re-Use Sewer Effluent	Supply Enhancement	14	12.3%
Control Over-Watering During Irrigation	Demand Reduction	13	11.4%
Rebates for Low-Flow Devices	Demand Reduction	11	9.6%
Rain Collection and Rain Barrels	Supply Enhancement	9	7.9%
Regional Education on Conservation	Demand Reduction	9	7.9%
Tax Private Pools and Irrigation Systems	Demand Reduction	9	7.9%
Rebates to Replace with Drought Landscapes	Demand Reduction	9	7.9%
Impactful Messaging on PSAs	Demand Reduction	9	7.9%
10 Other Strategies		31	27.2%

April 16, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Control over-watering and regulate irrigation waste	13	15.3%	11.4%
City offers rebates/vouchers for low flow appliances and fixtures	11	12.9%	9.6%
Regional education on conservation	9	10.6%	7.9%
Tax private pools and irrigation systems	9	10.6%	7.9%
Rebates for replacing landscape with drought-tolerant plantings	9	10.6%	7.9%
Impactful messaging in Public Service Announcements	9	10.6%	7.9%
Better job of educating the public	8	9.4%	7.0%
Raise rates on golf course water	6	7.1%	5.3%
Limit what's planted in medians	6	7.1%	5.3%
Educate on impact of population growth	3	3.5%	2.6%
Include private well conservation	2	2.4%	1.8%
Total	**85**	**100.0%**	

Increase Supply			
Reuse sewer effluent	14	48.3%	12.3%
Rain collection and rain barrels	9	31.0%	7.9%
Find another supply or reservoir	2	6.9%	1.8%
Dredge Cheney Lake	1	3.4%	0.9%
Pipe from El Dorado Lake	1	3.4%	0.9%
Utilize shallow aquifer	1	3.4%	0.9%
Engage in water supply policy across state boundaries	1	3.4%	0.9%
Total	**29**	**100.0%**	

Total Demand Reduction Votes	85	74.6%
Total Supply Enhancement Votes	29	25.4%
Total Votes	**114**	**100.0%**

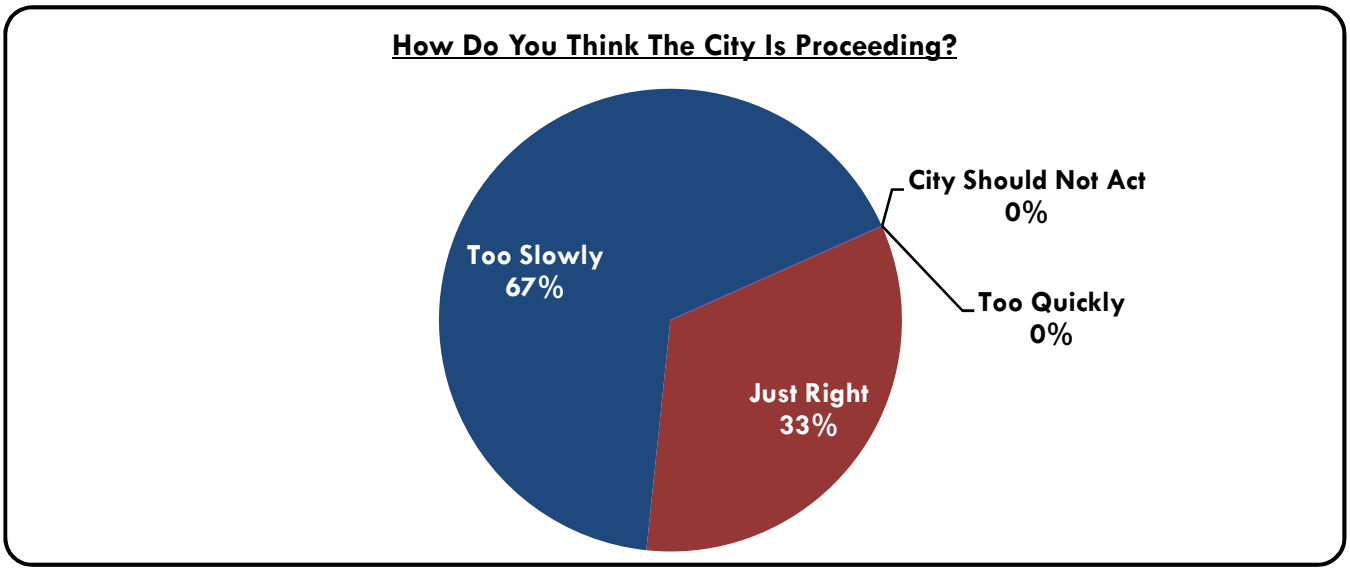


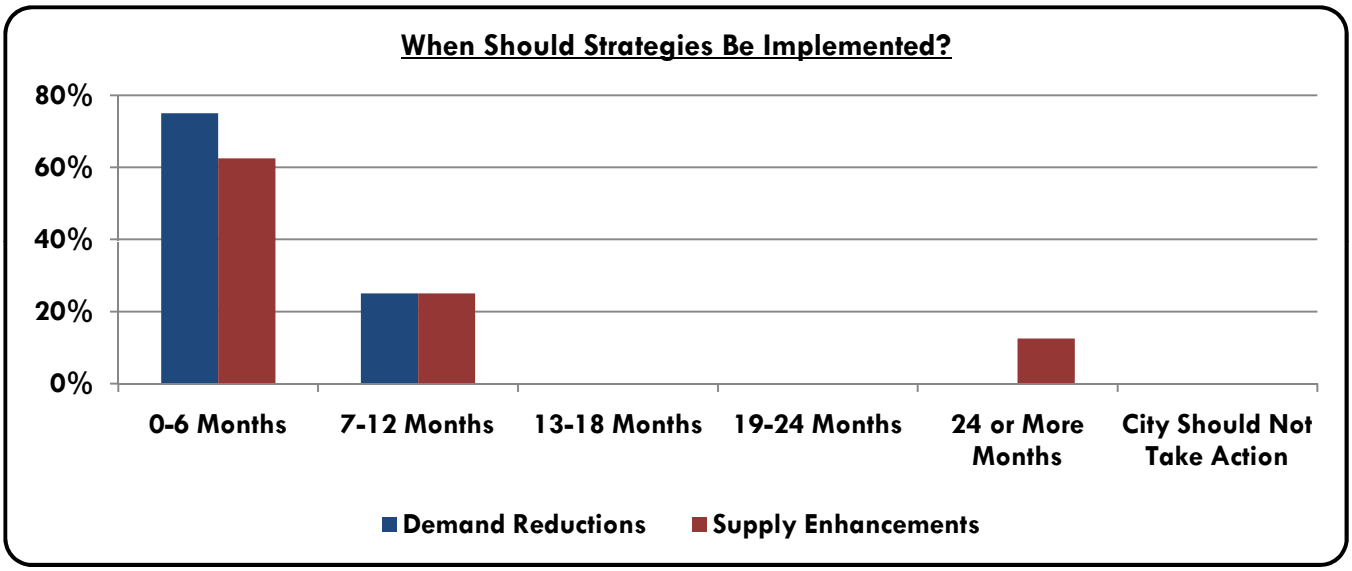
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	3	33.3%
Too Slowly	6	66.7%
City Should Not Act	0	0.0%
TOTAL	**9**	**100.0%**

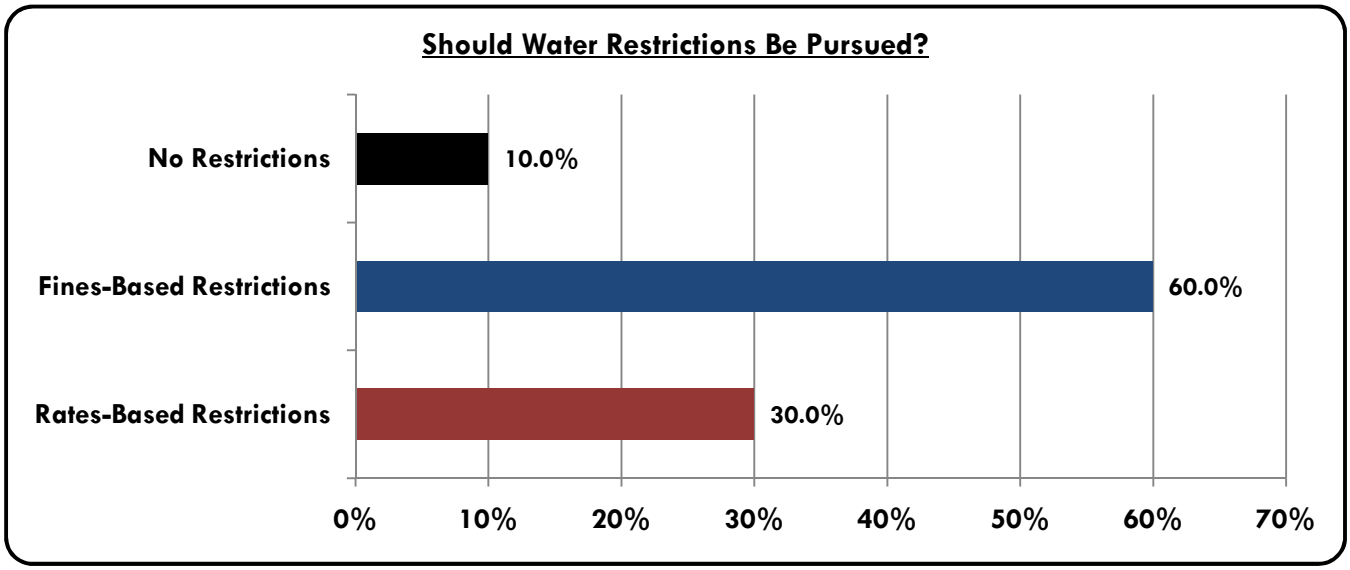
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	6	75.0%
7-12 Months	2	25.0%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**8**	**100.0%**
Supply Enhancement		
0-6 Months	5	62.5%
7-12 Months	2	25.0%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	1	12.5%
City Should Not Take Action	0	0.0%
TOTAL	**8**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.00	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Business Uses	2.67	
Keeping Rates as Low as Possible	4.44	
Minimizing Costs	4.67	
Water for Public Pools	5.11	
Water for Lawns	5.56	
Water for Golf Courses & Parks	5.56	
Water for Private Pools	7.11	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	3	30.0%
Ban Outdoor Watering and Fine Violators	6	60.0%
Do Not Restrict Any Water Usage	1	10.0%
TOTAL	**10**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
67%
Just Right
33%
City Should Not Act
0%
Too Quickly
0%


When Should Strategies Be Implemented?
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements

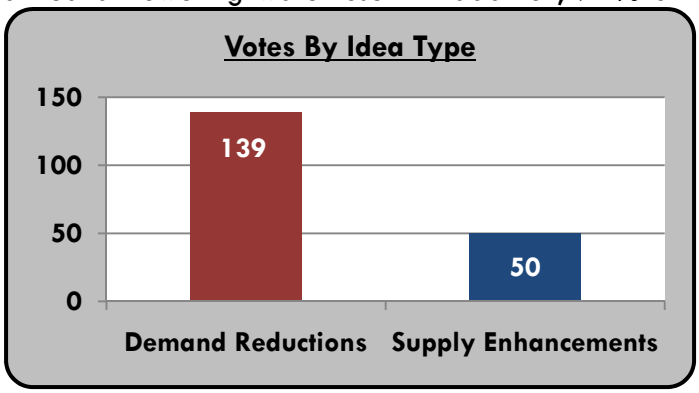

Should Water Restrictions Be Pursued?
No Restrictions
10.0%
Fines-Based Restrictions
60.0%
Rates-Based Restrictions
30.0%
0%
10%
20%
30%
40%
50%
60%
70%

The session in District 5 had the highest attendance of all of the community meetings. About 53 participants were counted through sign-in sheets and a headcount. The group came up with a total of 22 different strategies for mitigating the drought.

MEETING SNAPSHOT	
Location	Fire Station #21
Time	5:30 – 6:30pm
Number of Participants	53
Proposed Demand Reduction Ideas	14
Proposed Supply Enhancement Ideas	8
Votes Cast	189
Feedback Forms Submitted	9

A prioritization exercise was conducted to establish which of the 22 potential options had the most support from meeting participants. Each attendee was provided with six sticker dots, which were used to vote for the strategies.

Reducing water demand was the focus of this group. Of the 22 strategies proposed, 64% are aimed at lowering water use. In addition, 74% of the votes cast in the prioritization exercise (139 out of 189) favored a demand reduction strategy.



The top five strategies established by the group are included in the following table. The strategy with the highest degree of support (13.8% of the votes) is the re-use of treated sewage effluent. It is the only high-priority option that would increase the amount of water available to Wichita customers.

Conservation through improved irrigation practices and rebates to install low-flow devices is an important strategy for this group. Additionally, the group voted to encourage the City to market conservation in the schools in order to get messaging into the hands of children. Covenants in homeowners associations (HOA) were an important topic for this group. The prioritization exercise showed support for prohibiting HOA from requiring lawns that need significant water.

HIGHEST PRIORITY DROUGHT STRATEGIES

Strategy	Type	Votes	Percent
Recycle Wastewater	Supply Enhancement	26	13.8%
Conservation Materials on Irrigation	Demand Reduction	19	10.1%
Prohibit HOA Covenants on Watering	Demand Reduction	19	10.1%
Marketing Campaign in the Schools	Demand Reduction	17	9.0%
Offer Rebates on Low-Flow Devices	Demand Reduction	16	8.5%
17 Other Strategies		92	48.5%

COMMENTS

- No water restrictions. Gardens and trees will need water. We'll have to do away with high water grasses.

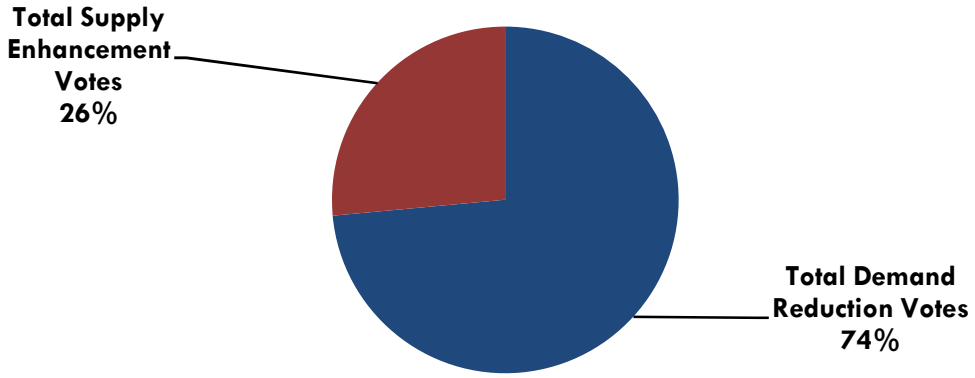
- We need a comprehensive plan that stays in place permanently. We need better education on how serious the problem is. We need to preserve the shallow groundwater bed in case it is needed for long-term use.

April 18, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Conservation materials, especially for irrigation education	19	13.7%	10.1%
Prohibit HOA covenants on watering requirements	19	13.7%	10.1%
Marketing campaign that starts in the schools	17	12.2%	9.0%
Offer rebates for replacing with low-flow devices	16	11.5%	8.5%
Ration water	14	10.1%	7.4%
Use smart controllers for irrigation, including rain gauges	12	8.6%	6.3%
City needs to set an example with its usage	11	7.9%	5.8%
Turf conditioning	10	7.2%	5.3%
Landscaping that uses less water	9	6.5%	4.8%
Penalize users at higher rate tiers	4	2.9%	2.1%
Require low-flow devices in new construction	3	2.2%	1.6%
Restrict opening the Equus Beds	3	2.2%	1.6%
Give away shower restrictors	1	0.7%	0.5%
Ideas for conservation	1	0.7%	0.5%
Total	**139**	**100.0%**	

Increase Supply			
Recycle wastewater	26	52.0%	13.8%
Plant more trees	6	12.0%	3.2%
El Dorado Lake water	5	10.0%	2.6%
Use 60% Equus Beds water and 40% Cheney water	4	8.0%	2.1%
Build an additional reservoir	3	6.0%	1.6%
Conservation methods: rain barrels	3	6.0%	1.6%
Contaminated groundwater cleanup	2	4.0%	1.1%
Do nothing	1	2.0%	0.5%
Total	**50**	**100.0%**	

Total Demand Reduction Votes	139	73.5%
Total Supply Enhancement Votes	50	26.5%
Total Votes	**189**	**100.0%**

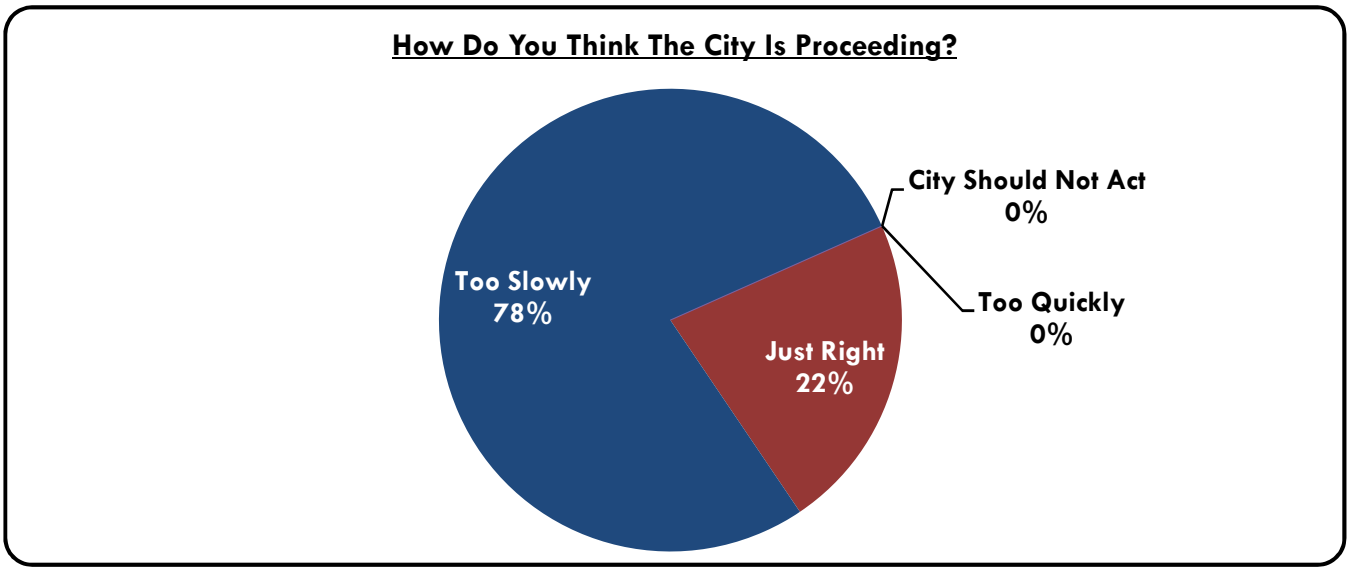


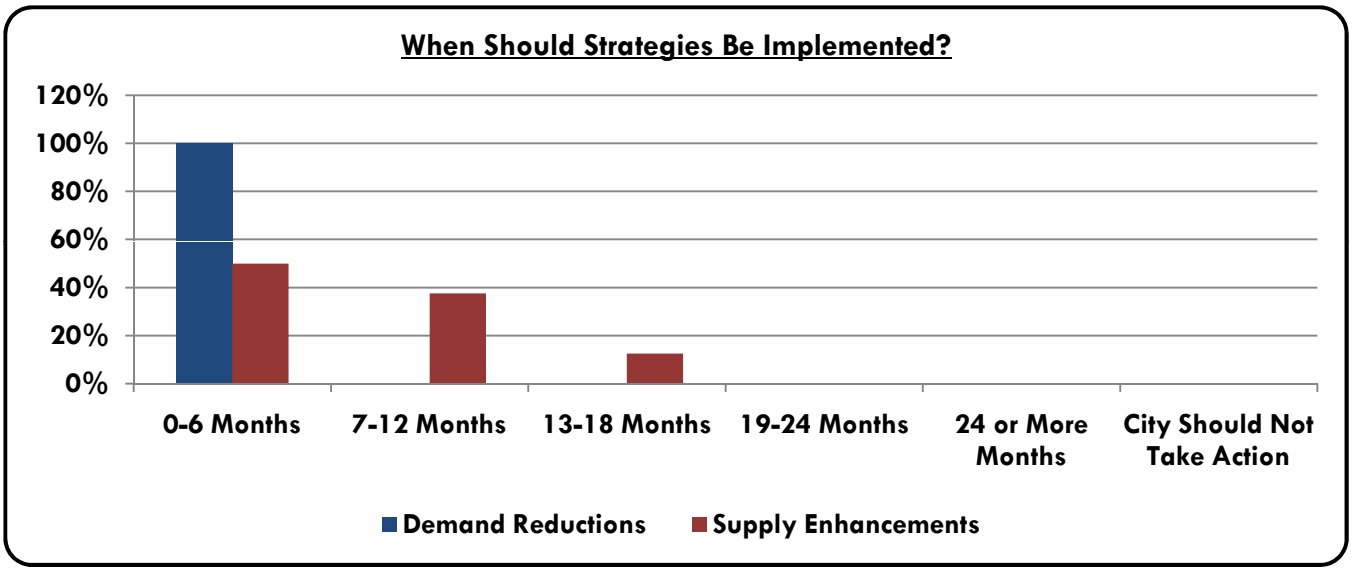
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	2	22.2%
Too Slowly	7	77.8%
City Should Not Act	0	0.0%
TOTAL	**9**	**100.0%**

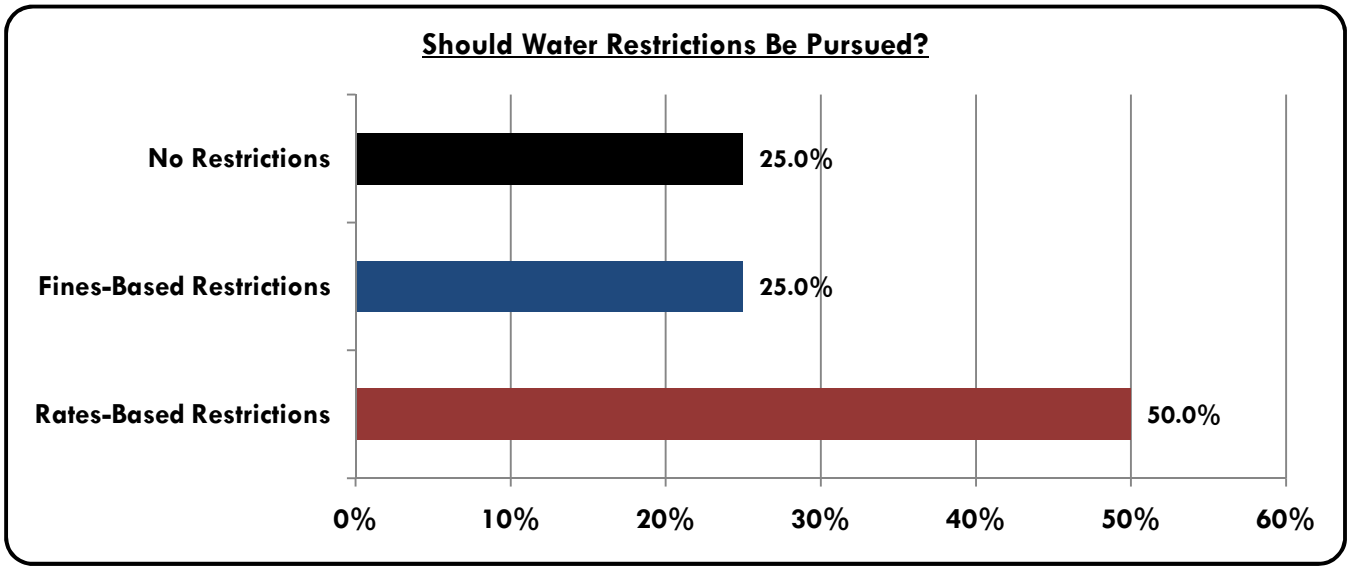
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	9	100.0%
7-12 Months	0	0.0%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**9**	**100.0%**
Supply Enhancement		
0-6 Months	4	50.0%
7-12 Months	3	37.5%
13-18 Months	1	12.5%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**8**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.00	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Business Uses	2.33	
Minimizing Costs	3.78	
Keeping Rates as Low as Possible	4.56	
Water for Public Pools	4.89	
Water for Golf Courses & Parks	5.89	
Water for Lawns	6.67	
Water for Private Pools	6.89	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	2	50.0%
Ban Outdoor Watering and Fine Violators	1	25.0%
Do Not Restrict Any Water Usage	1	25.0%
TOTAL	**4**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
78%
Just Right
22%
City Should Not Act
0%
Too Quickly
0%


When Should Strategies Be Implemented?
120%
100%
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
25.0%
Fines-Based Restrictions
25.0%
Rates-Based Restrictions
50.0%
0%
10%
20%
30%
40%
50%
60%

COMMENTS

- Raise rates to make it too expensive to water outdoors. Restrict usage.

- Advertise the drought plans on police cars! Fine abusers!

- Restrict water using a combination of rate increases and watering bans.

- City should have acted on the drought in 2012. OK to raise rates to reduce demand, but use money only for water supply projects. Absolutely should ban outdoor watering. It is not an option to not restrict water usage.

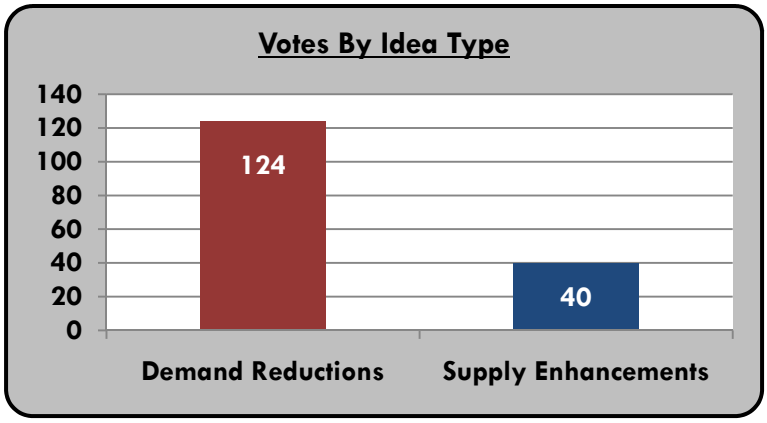
- Education is the key for responsible use of outdoor watering. Be smart - not punitive. It is not an option to not restrict usage due to the reality of the drought.

- Place restrictions on one day a week of watering. Raising water rates is not the answer. I think you have to place mandatory restrictions on lawn watering. Thank you for having the meeting.

Approximately 35 people came to the community meeting in District 6, which was held at the Evergreen Recreation Center. The group developed 24 ideas for extending the water supply through the drought.

MEETING SNAPSHOT	
Location	Evergreen Rec. Center
Time	7:30 – 8:30pm
Number of Participants	35
Proposed Demand Reduction Ideas	19
Proposed Supply Enhancement Ideas	5
Votes Cast	164
Feedback Forms Submitted	15

Meeting participants engaged in a prioritization exercise. Each of the attendees was provided a set of six sticker dots, which they then placed next to the ideas that they supported the most. From that exercise, a list of highest priority strategies was developed due to the amount of support received by the participants.



The group's priorities trend heavily to reducing water demand. A total of 79% of the ideas developed by the group are aimed at lowering water usage, while 76% of the votes were cast for water reduction strategies.

However, the strategy with the highest support is geared toward increasing the available water supply. This would come from capturing all stormwater runoff, especially what is channelized in the Canal Route, and use it as a new water source. That idea received nearly 12% of the total votes.

Two main themes emerged in the remaining four highest-rated strategies. Participants supported taking immediate action, while they also support mandatory restrictions on water usage. The other key theme regarding demand reductions is conservation. The group supports better promotion of conservation and the use of rebates to incentivize low-flush toilet

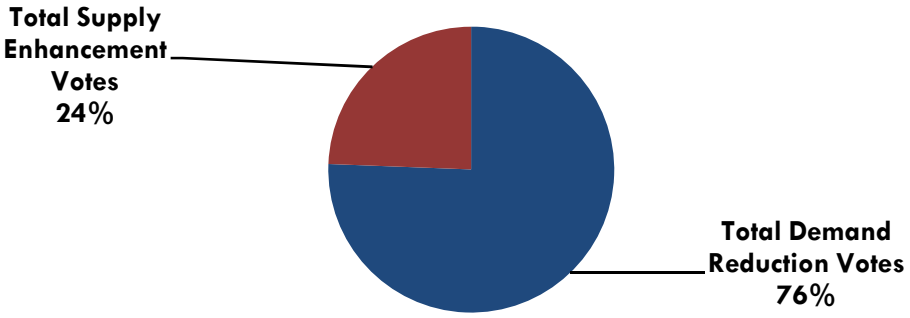
HIGHEST PRIORITY DROUGHT STRATEGIES			
Strategy	**Type**	**Votes**	**Percent**
Capture All Stormwater Runoff	Supply Enhancement	19	11.6%
Take Immediate Action	Demand Reduction	13	7.9%
Better Promote Conservation	Demand Reduction	13	7.9%
Incentives for Low-Flush Toilets	Demand Reduction	12	7.3%
Mandatory Restrictions	Demand Reduction	12	7.3%
19 Other Strategies		95	58.0%

April 18, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Take immediate action	13	10.5%	7.9%
Do a better job of promoting conservation	13	10.5%	7.9%
Incentives to retro-fit low-flush toilets	12	9.7%	7.3%
Mandatory restrictions	12	9.7%	7.3%
More public education	11	8.9%	6.7%
Incentivize/require smart sensors	11	8.9%	6.7%
Incentive to install wells	7	5.6%	4.3%
Raise water rates	7	5.6%	4.3%
Capture stormwater	6	4.8%	3.7%
City cuts back its own use	5	4.0%	3.0%
Require car washes to recycle water	5	4.0%	3.0%
Restrict irrigation at WSU and golf courses	5	4.0%	3.0%
Incentive for residential gray water re-use	4	3.2%	2.4%
Educate and promote xeriscaping	4	3.2%	2.4%
Restrict aquatics parks	3	2.4%	1.8%
City and businesses install smart irrigation sensors	2	1.6%	1.2%
Get rid of flush toilets	2	1.6%	1.2%
Tax sandpits for evaporation	1	0.8%	0.6%
Install auto-shutoffs on water meters for leaks	1	0.8%	0.6%
Total	**124**	**100.0%**	

Increase Supply			
Capture all stormwater runoff, especially from the Canal Rte	19	47.5%	11.6%
Utilize stormwater runoff from houses	8	20.0%	4.9%
Tap into wholesale users' water rights	6	15.0%	3.7%
Re-use sewage effluent	5	12.5%	3.0%
Utilize sandpits in west Wichita for water	2	5.0%	1.2%
Total	**40**	**100.0%**	

Total Demand Reduction Votes	124	75.6%
Total Supply Enhancement Votes	40	24.4%
Total Votes	**164**	**100.0%**

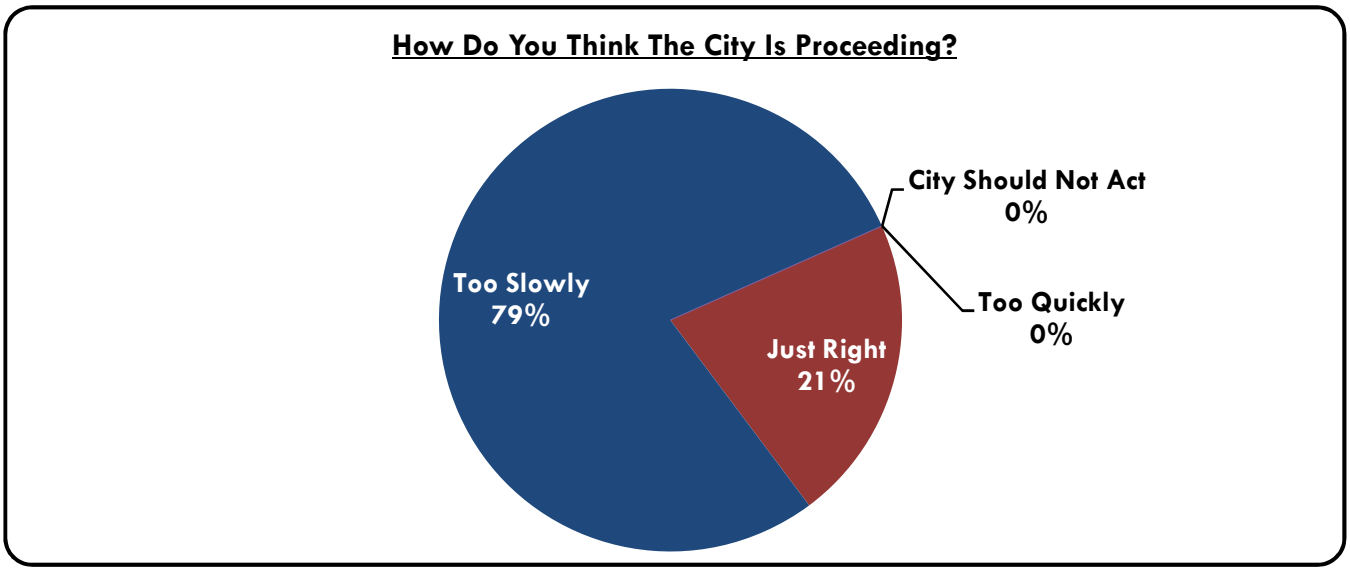


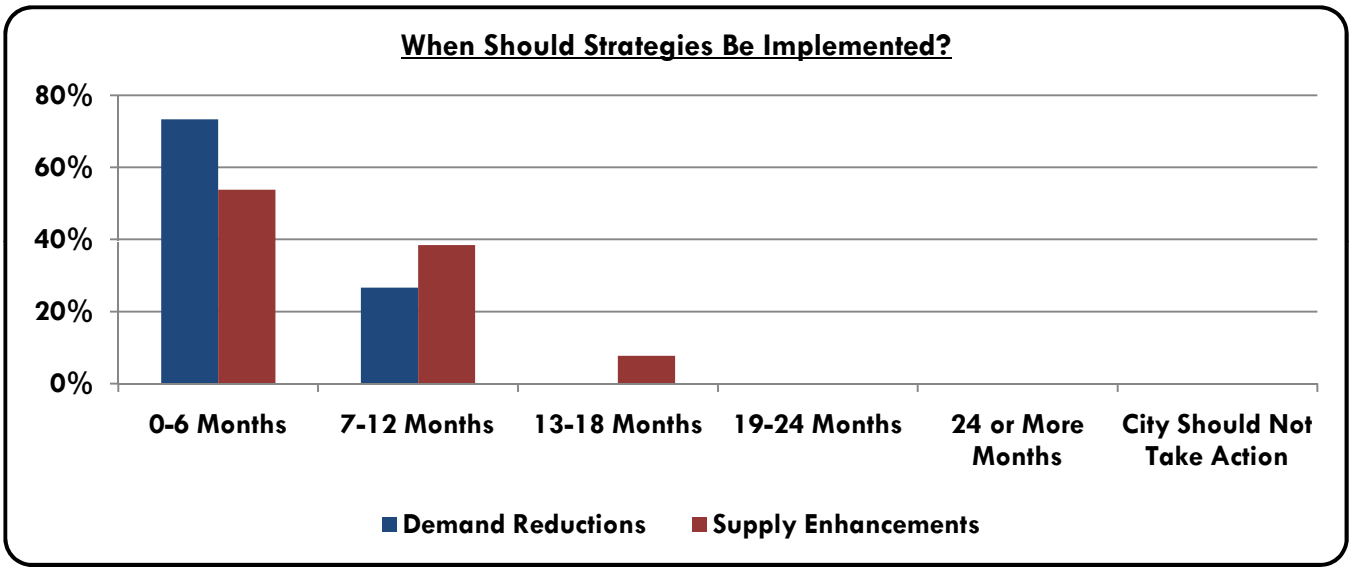
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	3	21.4%
Too Slowly	11	78.6%
City Should Not Act	0	0.0%
TOTAL	**14**	**100.0%**

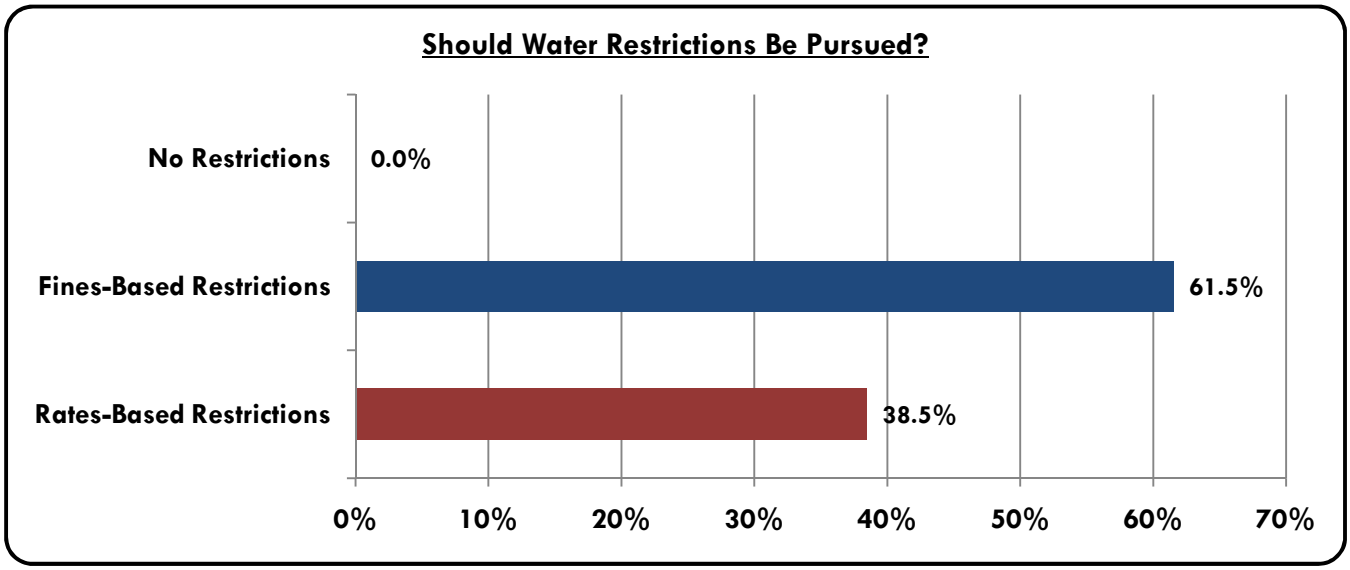
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	11	73.3%
7-12 Months	4	26.7%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**15**	**100.0%**
Supply Enhancement		
0-6 Months	7	53.8%
7-12 Months	5	38.5%
13-18 Months	1	7.7%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**13**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.29	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Business Uses	2.86	
Minimizing Costs	4.07	
Keeping Rates as Low as Possible	4.29	
Water for Public Pools	4.79	
Water for Golf Courses & Parks	6.50	
Water for Lawns	5.36	
Water for Private Pools	6.93	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	5	38.5%
Ban Outdoor Watering and Fine Violators	8	61.5%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**13**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
79%
Just Right
21%
City Should Not Act
0%
Too Quickly
0%


When Should Strategies Be Implemented?
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
61.5%
Rates-Based Restrictions
38.5%
0%
10%
20%
30%
40%
50%
60%
70%

COMMENTS

- Control urban sprawl - builders and developers are interested in expansion only - their income. Encourage leveling of population growth an judicious use of resources. Instead of more shopping centers - build cement water reservoirs below ground. Native grass and plantings.

- Raise rates somewhat to discourage outdoor watering.

- I would like to see more nuance to the outdoor watering discussion. Lawns are the biggest user, but an outright ban on all outdoor watering would cause long-term damage to our landscapes. Lawns are easily replaced. Trees are not.

- Restrict watering, but not through rates or watering bans.

- City is years behind on taking action. Need more education on what's happening. Water bans and fines will be difficulty. It is not possible to not restrict usage.

- I'm glad we had this kind of meeting and they should continue so as to educate people.

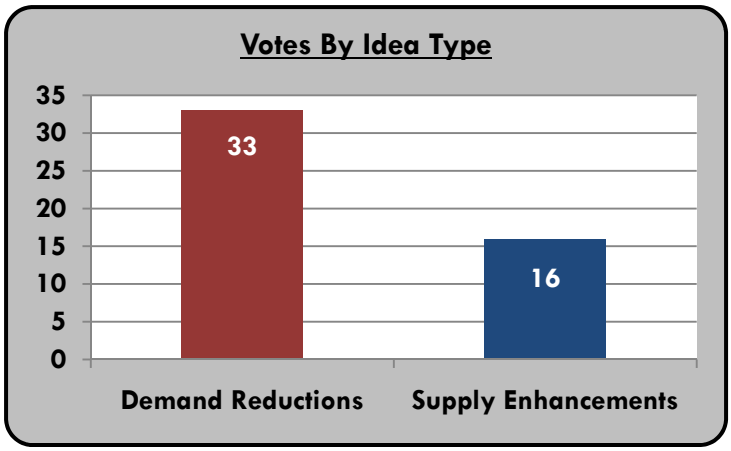
- We need to be in the public's face about how to save water and what will happen if we do not. We need to establish brackets of water usage to reward reduction of water use by percentage, as well as by bracket. Thus, rewarding conservation immediately and financially. Reward beats punishment every time.

- First step is to encourage the installation of rain sensors.

This focus group convened customers that own or operate organizations that rely heavily on water usage outdoors during the warm weather months. Included in the group's invitees and participants were car wash companies, businesses involved in landscaping, nurseries, golf courses, botanical gardens, and park playing fields.

MEETING SNAPSHOT	
Location	City Hall
Time	8:00 – 9:00am
Number of Participants	8
Proposed Demand Reduction Ideas	8
Proposed Supply Enhancement Ideas	5
Votes Cast	49
Feedback Forms Submitted	7

It was important for that the City receive feedback from this group because it represents a unique customer perspetive. In particular, changes to water demand could have a major impact to the health of these businesses, as they rely on outdoor usage during warm weather months. Their business activity is based on the availability of water above base demand.



Reducing demand appears to be the highest priority of this focus group, with 67% of the votes cast during the prioritization exercise going toward demand reduction ideas.

This focus group is very supportive of restricting residential irrigation – that demand reduction strategy received the highest percentage of votes (16.3%). Other demand reductions supported by the group include a City ordinance prohibiting Homeowners Associations (HOA) from requiring fescue lawns, installation of smart sensors on irrigation systems, and utilizing more drought-tolerant turf types. The group also showed support for two methods of increasing water supplies. They felt that the City should re-use its treated wastewater for potable purposes, while also doing a better job of capturing and using stormwater.

HIGHEST PRIORITY DROUGHT STRATEGIES			
Strategy	**Type**	**Votes**	**Percent**
Residential Irrigation Restrictions	Demand Reduction	8	16.3%
Prohibit HOA Requirements for Fescue	Demand Reduction	7	14.3%
Use Different Types of Turf	Demand Reduction	5	10.2%
Require Smart Sensors for Irrigation	Demand Reduction	5	10.2%
Re-Use Sewer Effluent for Potable Uses	Supply Enhancement	5	10.2%
Capture Big Ditch Rain Water	Supply Enhancement	5	10.2%
8 Other Strategies		14	28.6%

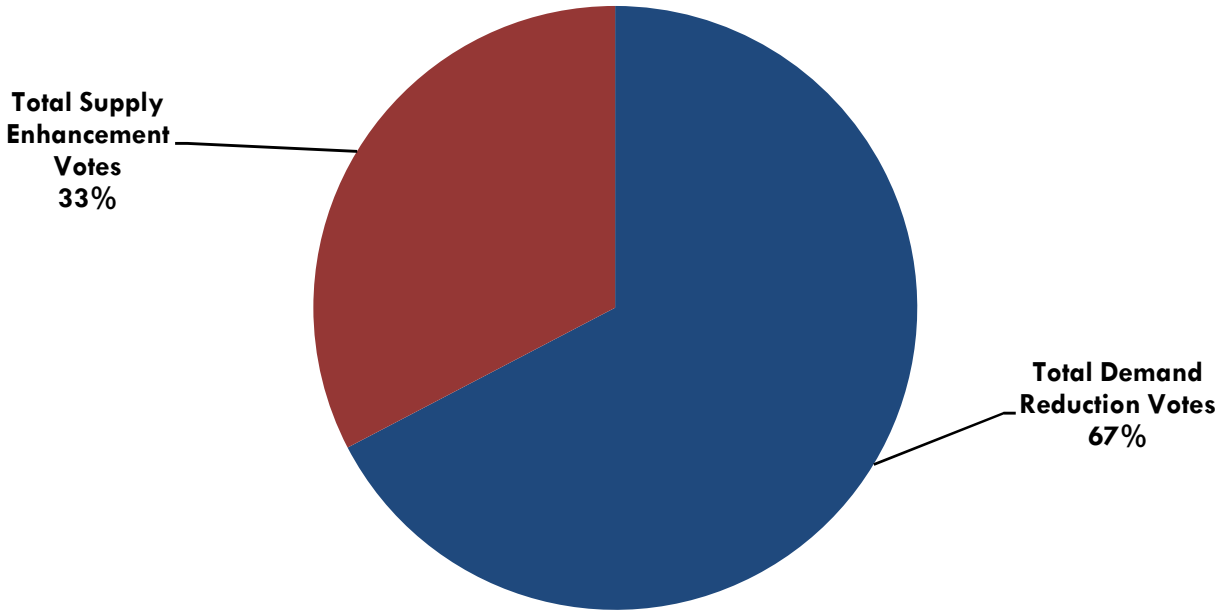
Drought Response Strategies **Focus Group: Outdoor Businesses**

May 1, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Residential irrigation restrictions	8	24.2%	16.3%
City ordinance prohibiting HOA from requiring fescue lawns	7	21.2%	14.3%
Use different types of turf	5	15.2%	10.2%
Require smart sensors for irrigation systems	5	15.2%	10.2%
Educate on planting and maintaining warm season turf	3	9.1%	6.1%
Marketing and education on water conservation	3	9.1%	6.1%
Stricter regulations on private wells	1	3.0%	2.0%
Offer rebates to install rock yards	1	3.0%	2.0%
Total	**33**	**100.0%**	

Increase Supply			
Re-use sewer effluent for potable uses	5	31.3%	10.2%
Capture Big Ditch rain water	5	31.3%	10.2%
Re-use sewer effluent for irrigation	4	25.0%	8.2%
Cash incentives for businesses to increase rainfall storage	1	6.3%	2.0%
Cash incentives for car wash water reclamation systems	1	6.3%	2.0%
Total	**16**	**100.0%**	

Total Demand Reduction Votes	33	67.3%
Total Supply Enhancement Votes	16	32.7%
Total Votes	**49**	**100.0%**

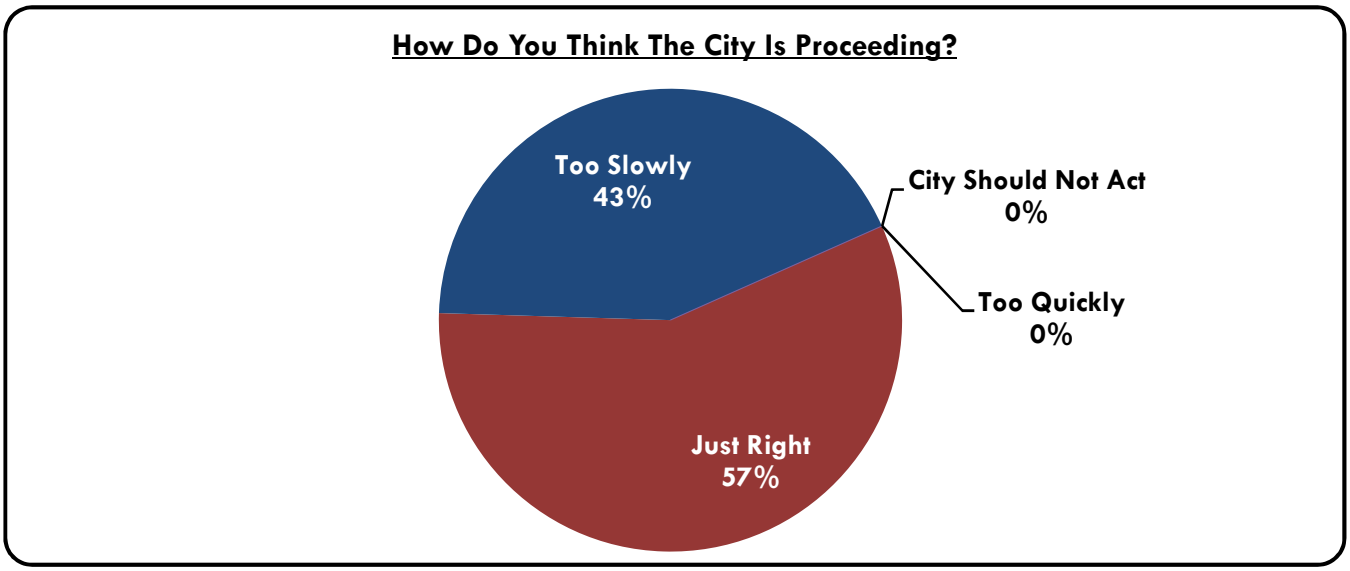


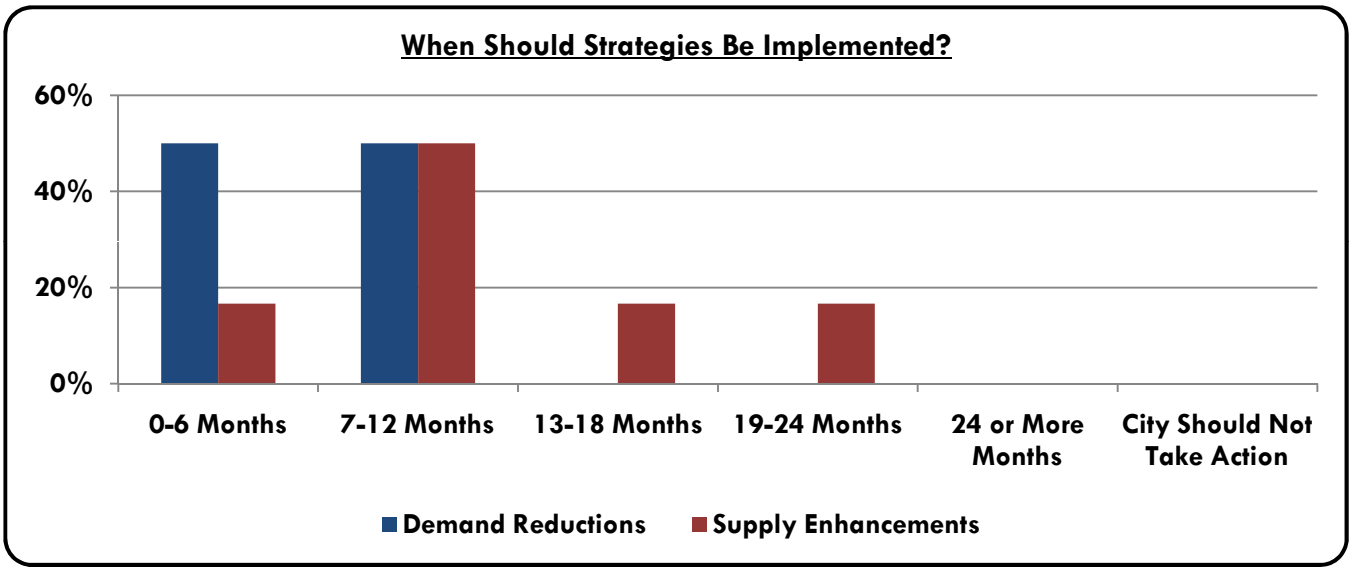
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	4	57.1%
Too Slowly	3	42.9%
City Should Not Act	0	0.0%
TOTAL	**7**	**100.0%**

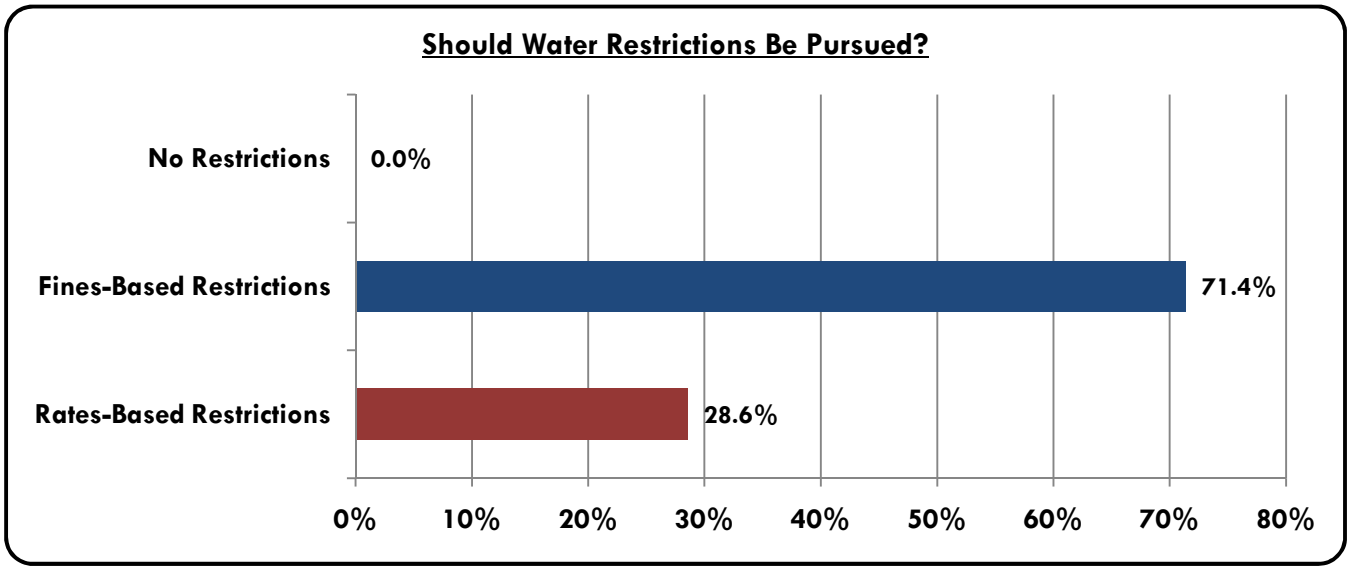
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	3	50.0%
7-12 Months	3	50.0%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**6**	**100.0%**
Supply Enhancement		
0-6 Months	1	16.7%
7-12 Months	3	50.0%
13-18 Months	1	16.7%
19-24 Months	1	16.7%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**6**	**100.0%**

Q3: What Are Your Priorities?		
Water for Business Uses	2.00	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Indoor Uses	2.14	
Keeping Rates as Low as Possible	3.86	
Minimizing Costs	4.00	
Water for Golf Courses & Parks	4.71	
Water for Public Pools	5.29	
Water for Private Pools	6.71	
Water for Lawns	7.29	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	2	28.6%
Ban Outdoor Watering and Fine Violators	5	71.4%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**7**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
43%
City Should Not Act
0%
Too Quickly
0%
Just Right
57%


When Should Strategies Be Implemented?
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements

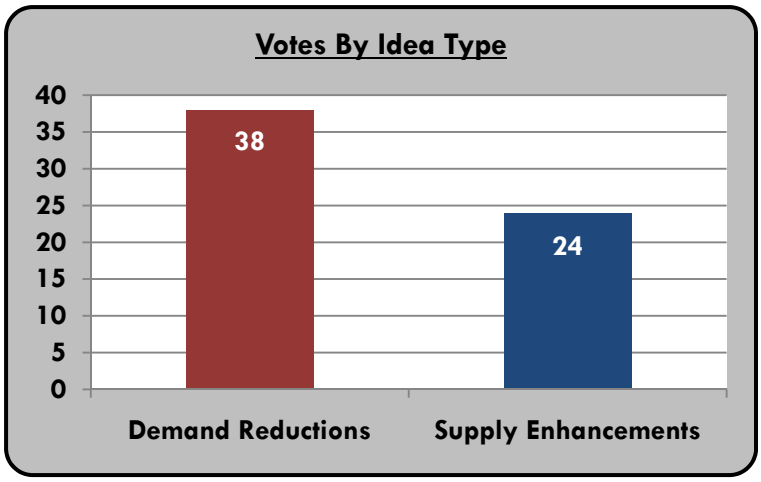

Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
71.4%
Rates-Based Restrictions
28.6%
0%
10%
20%
30%
40%
50%
60%
70%
80%

The City invited representatives from 13 local governments to which water is sold by Wichita. These include a multitude of surrounding cities and three rural water districts.

MEETING SNAPSHOT	
Location	City Hall
Time	9:30 – 10:30am
Number of Participants	11
Proposed Demand Reduction Ideas	4
Proposed Supply Enhancement Ideas	2
Votes Cast	62
Feedback Forms Submitted	9

These wholesale customers are provided water at a central meter. The water is then distributed and billed to households and businesses by the various wholesale utilities that buy water from Wichita. They account for about 6% of the base demand on the Wichita water system.

Feedback from this group is important because their service is governed by contracts that are adopted by the Wichita City Council and the governing bodies of each wholesale utility. Any water restrictions must be implemented by Wichita's wholesale customers.



The group went through the same facilitated prioritization exercise as the other focus groups and participants in the district community meetings. They identified strategies that they think should be considered, and then voted with sticker dots for the ones that are the highest priority to pursue.

Like many of the other groups that went through the prioritization exercise, there is a clear preference for demand reductions, with 61% of the votes being cast for methods that would decrease water usage. However, the highest priority idea was a supply enhancement. Wholesale customers offered their existing water rights in order to supplant some of what is used out of the Wichita system. This idea was not developed in any other part of the public input process.

HIGHEST PRIORITY DROUGHT STRATEGIES

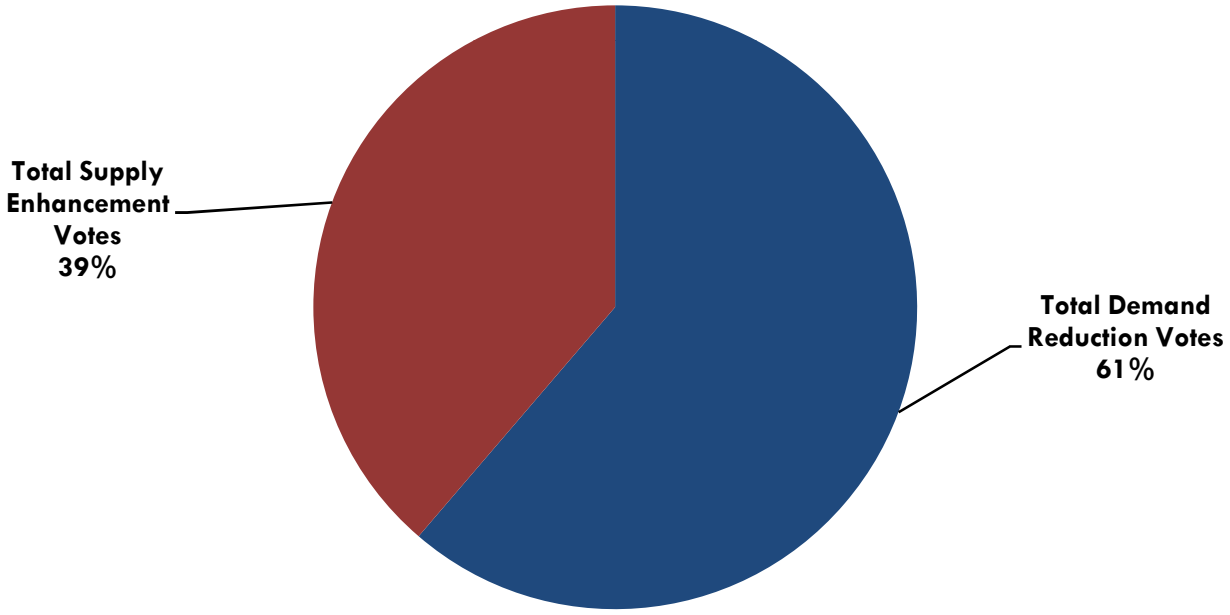
Strategy	Type	Votes	Percent
Use Existing Water Rights of Wholesalers	Supply Enhancement	16	25.8%
Act Now to Cut Back on Outdoor Usage	Demand Reduction	12	19.4%
Regulate Irrigation Systems	Demand Reduction	10	16.1%
Raise Rates if Voluntary Program Fails	Demand Reduction	8	12.9%
Enact Mandatory Restrictions Now	Demand Reduction	8	12.9%
Modify Wellfield by Drilling Deeper Wells	Supply Enhancement	8	12.9%

May 1, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Act now to cut back voluntarily on outdoor usage	12	31.6%	19.4%
Regulate irrigation systems	10	26.3%	16.1%
Raise rates to force reductions if voluntary program fails	8	21.1%	12.9%
Enact mandatory restrictions now	8	21.1%	12.9%
Total	**38**	**100.0%**	

Increase Supply			
Use existing water rights held by wholesale customers	16	66.7%	25.8%
Modify wellfield by drilling deeper wells	8	33.3%	12.9%
Total	**24**	**100.0%**	

Total Demand Reduction Votes	38	61.3%
Total Supply Enhancement Votes	24	38.7%
Total Votes	**62**	**100.0%**

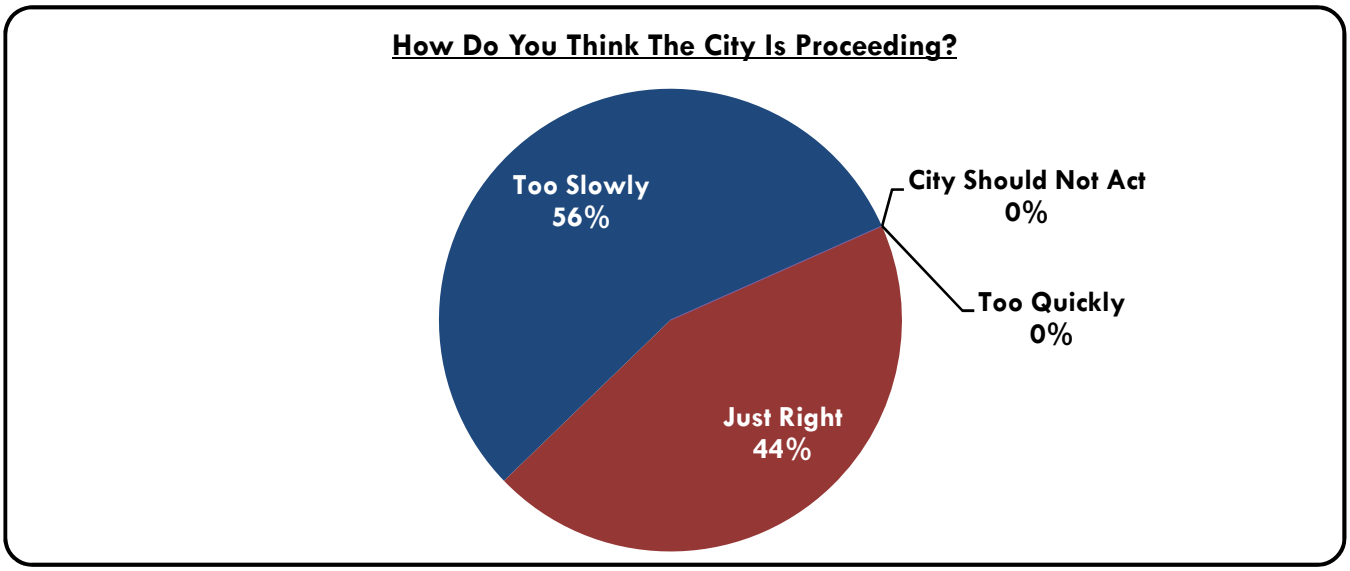


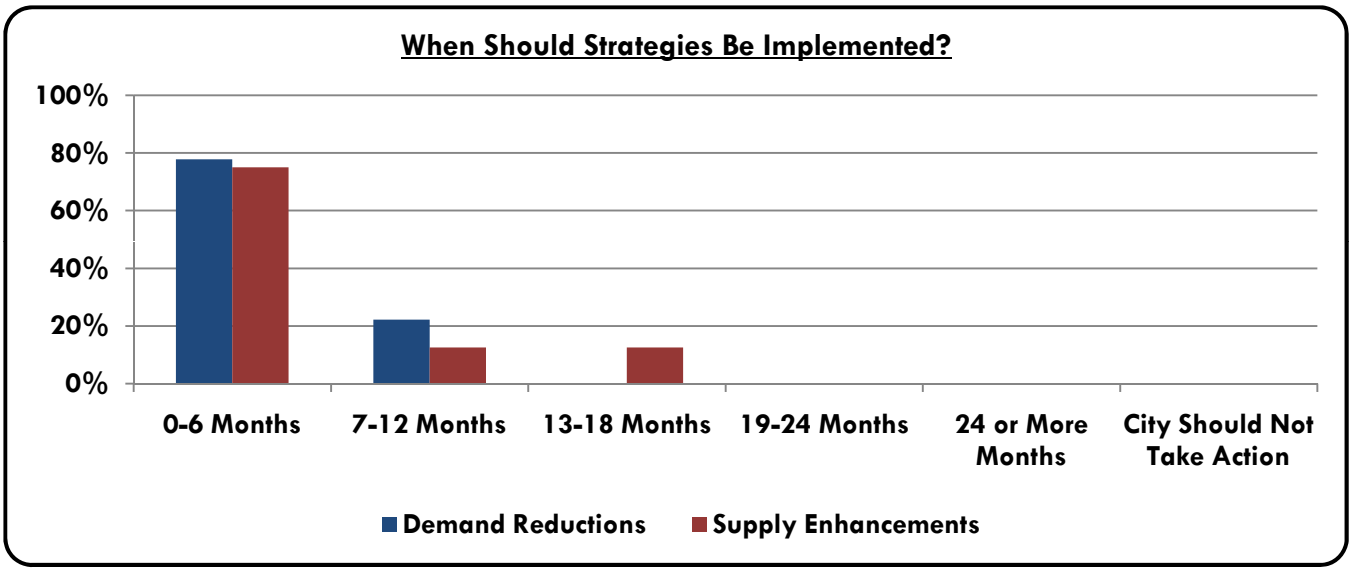
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	4	44.4%
Too Slowly	5	55.6%
City Should Not Act	0	0.0%
TOTAL	**9**	**100.0%**

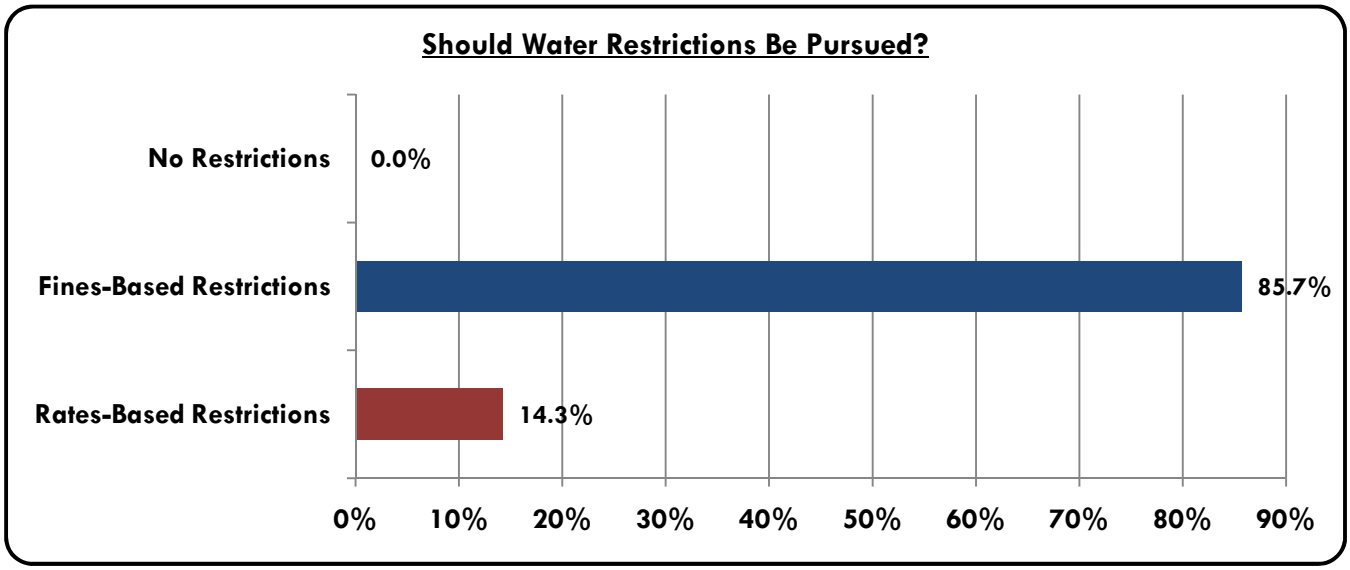
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	7	77.8%
7-12 Months	2	22.2%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**9**	**100.0%**
Supply Enhancement		
0-6 Months	6	75.0%
7-12 Months	1	12.5%
13-18 Months	1	12.5%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**8**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.11	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Business Uses	2.11	
Minimizing Costs	3.78	
Keeping Rates as Low as Possible	4.00	
Water for Public Pools	5.33	
Water for Golf Courses & Parks	5.56	
Water for Private Pools	6.89	
Water for Lawns	7.22	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	1	14.3%
Ban Outdoor Watering and Fine Violators	6	85.7%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**7**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
56%
City Should Not Act
0%
Too Quickly
0%
Just Right
44%


When Should Strategies Be Implemented?
100%
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
85.7%
Rates-Based Restrictions
14.3%
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%

COMMENTS

- Get on it! Time to act is NOW!

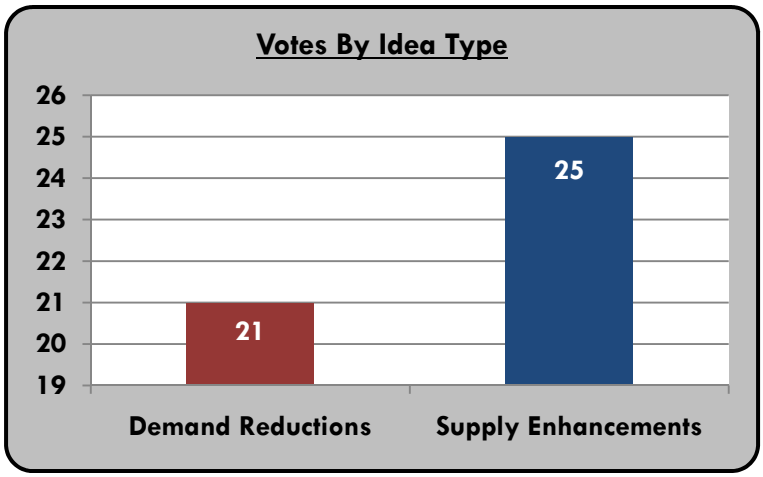
- Use code enforcement, police, and fire personnel to enforce water restrictions.

- Home water use indoors (drinking, toilets, bathing is most important to keep supplied. Business use (not car washes) and water for hospitals and other service oriented places are a close second. Excess watering of lawns and washing cars should be prohibited. Excess charges of water is only an inconvenience for the rich and a severe penalty for the poor. Also, excess charges to a small water district without automated meter reads would bankrupt the district.

All 20 of the largest water customers were invited to participate in this focus group. The invited companies included many of the largest employers in the community, as well as a major segment of the manufacturing base in Wichita.

MEETING SNAPSHOT	
Location	City Hall
Time	11:00am – Noon
Number of Participants	8
Proposed Demand Reduction Ideas	3
Proposed Supply Enhancement Ideas	3
Votes Cast	46
Feedback Forms Submitted	7

As these customers represent such a foundational portion of the local economy, it was important to learn what they prioritize about how water is used and how it should be preserved during the drought. In addition to the focus group, all of the participants were invited to participate in confidential stakeholder interviews, in case there were concerns or suggestions that were not as well suited to a public forum.



Unlike many of the other groups that went through the prioritization exercise, the largest water users prefer to increase the available supply more than reducing demand. This is evident in the 54% - 46% split in the prioritization votes in favor of supply enhancements.

Only six strategies were identified, and the one with the highest level of support was to re-use treated effluent from the City's wastewater plants. This idea has generated significant support during the public input process. The two other supply enhancements proposed by this group include the use of treated groundwater from the City's pollution remediation program, as well as better capturing rain water for future use. Demand could be reduced by changing zoning requirements and offering incentives for two types of activities. The focus group felt that the City could offer rebates for conservation fixtures and appliances, and to encourage rain gardens and green roofs for buildings.

HIGHEST PRIORITY DROUGHT STRATEGIES

Strategy	Type	Votes	Percent
Re-Use Wastewater Effluent	Supply Enhancement	10	21.7%
Change Zoning to Drive Conservation	Demand Reduction	9	19.6%
Re-Use Treated Groundwater	Supply Enhancement	8	17.5%
Incentives and Rebates for Conservation	Demand Reduction	7	15.2%
Capture and Use Rain Water	Supply Enhancement	7	15.2%
Incentives for Rain Gardens and Green Roofs	Demand Reduction	5	10.9%

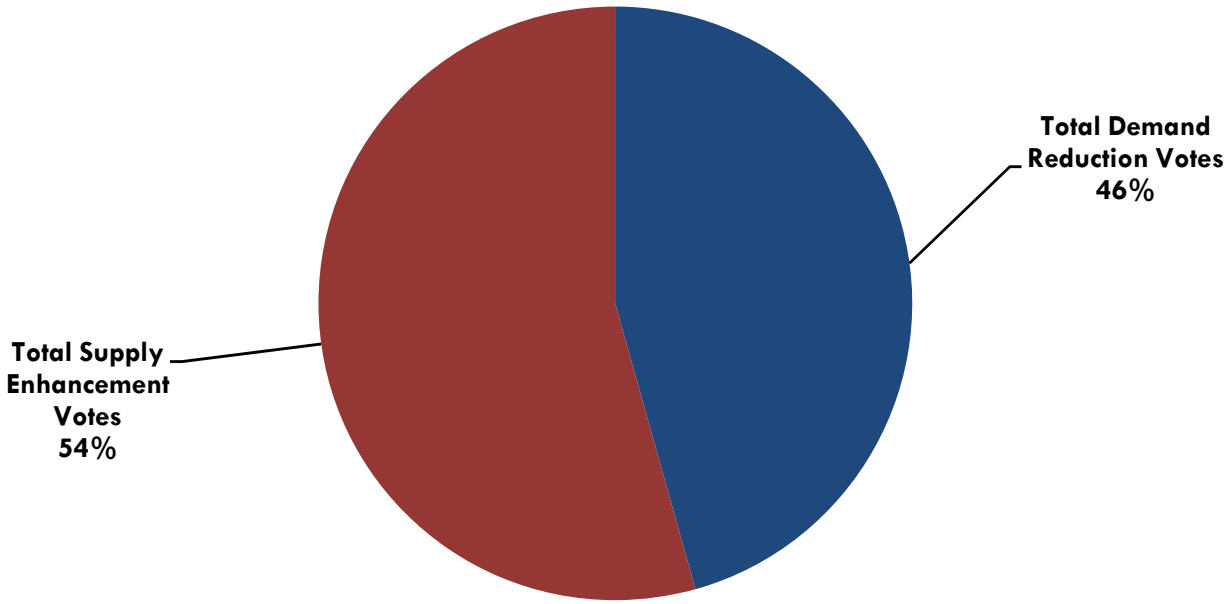
Drought Response Strategies **Focus Group: Largest Users**

May 1, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Change zoning and requirements to drive conservation	9	42.9%	19.6%
Incentives and rebates for conservation	7	33.3%	15.2%
Incentives for rain gardens, green roofs, etc.	5	23.8%	10.9%
Total	**21**	**100.0%**	

Increase Supply			
Re-use wastewater effluent	10	40.0%	21.7%
Re-use treated groundwater	8	32.0%	17.4%
Capture and use rain water	7	28.0%	15.2%
Total	**25**	**100.0%**	

Total Demand Reduction Votes	21	45.7%
Total Supply Enhancement Votes	25	54.3%
Total Votes	**46**	**100.0%**

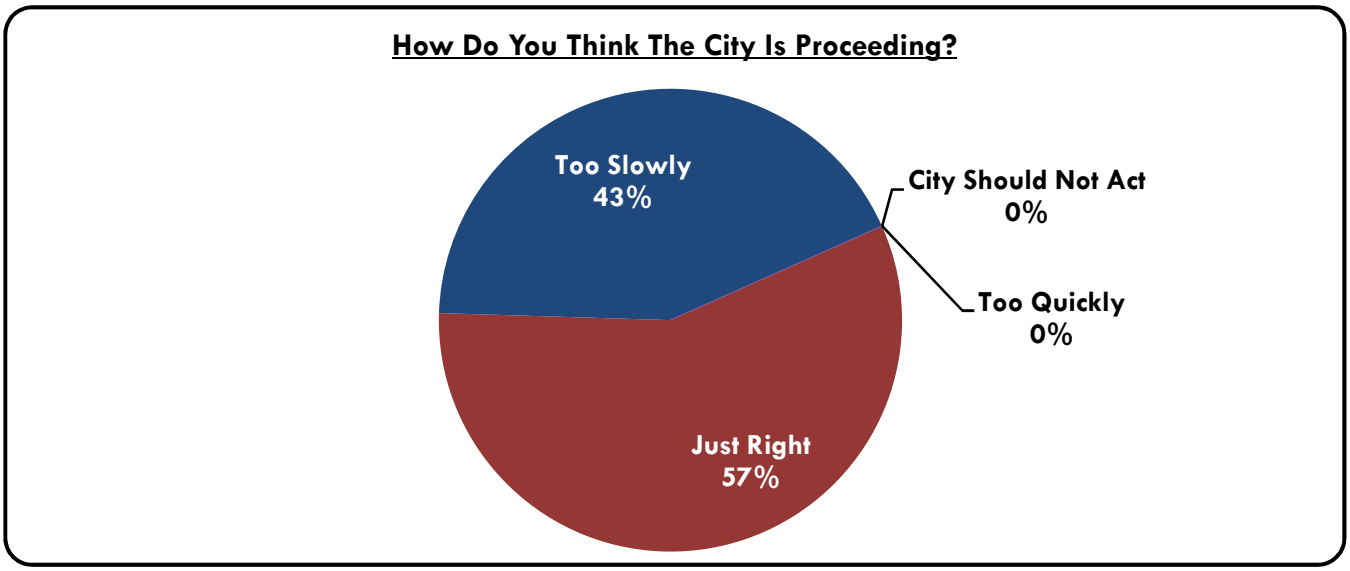


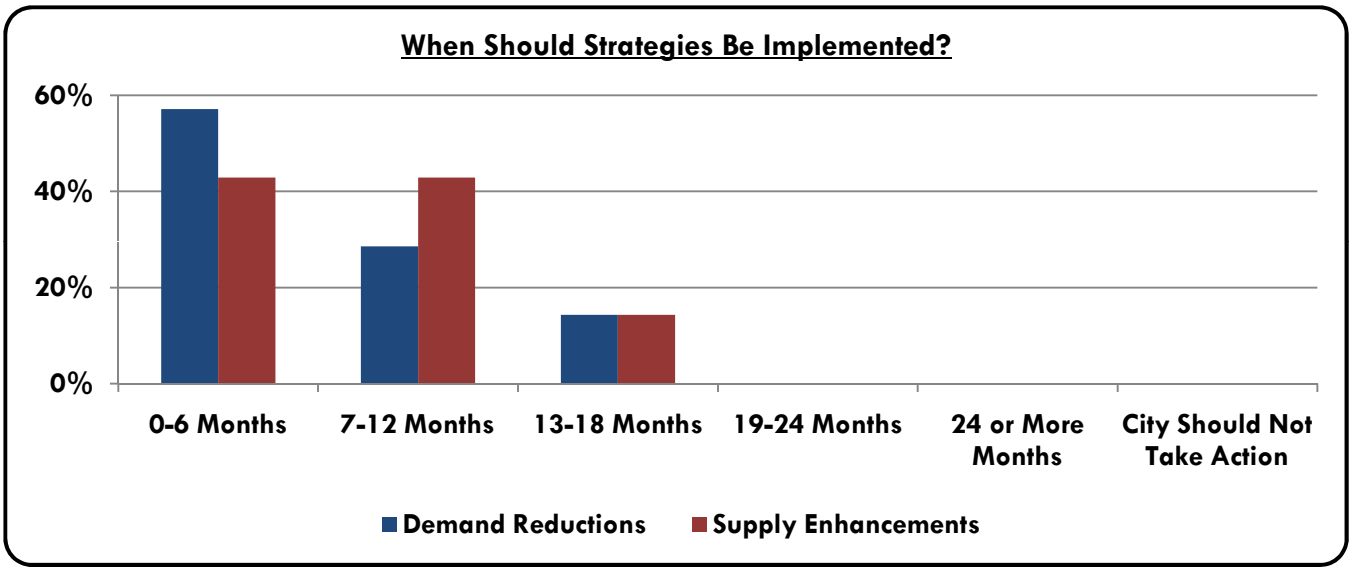
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	4	57.1%
Too Slowly	3	42.9%
City Should Not Act	0	0.0%
TOTAL	**7**	**100.0%**

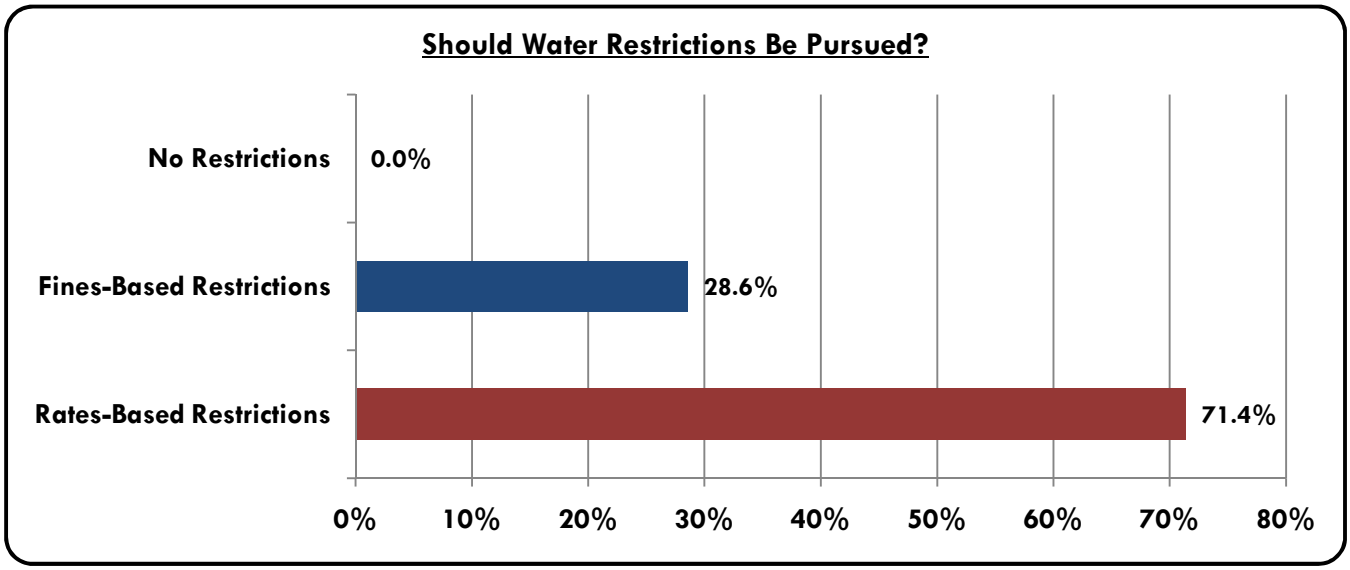
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	4	57.1%
7-12 Months	2	28.6%
13-18 Months	1	14.3%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**7**	**100.0%**
Supply Enhancement		
0-6 Months	3	42.9%
7-12 Months	3	42.9%
13-18 Months	1	14.3%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**7**	**100.0%**

Q3: What Are Your Priorities?		
Water for Business Uses	1.71	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Indoor Uses	1.71	
Minimizing Costs	4.00	
Keeping Rates as Low as Possible	4.43	
Water for Golf Courses & Parks	5.14	
Water for Public Pools	5.57	
Water for Lawns	5.86	
Water for Private Pools	7.57	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	5	71.4%
Ban Outdoor Watering and Fine Violators	2	28.6%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**7**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
43%
City Should Not Act
0%
Too Quickly
0%
Just Right
57%

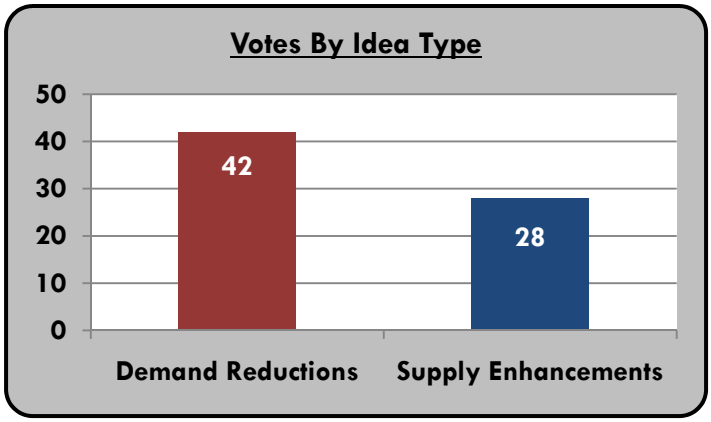

When Should Strategies Be Implemented?
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
28.6%
Rates-Based Restrictions
71.4%
0%
10%
20%
30%
40%
50%
60%
70%
80%

Wrapping up the public input phase was the focus group of residential customers. The group comprised the Board of Directors for the Wichita Independent Neighborhoods (WIN) organization. That group represents neighborhoods and residents throughout Wichita.

MEETING SNAPSHOT	
Location	Atwater City Hall
Time	6:00 – 7:00pm
Number of Participants	13
Proposed Demand Reduction Ideas	11
Proposed Supply Enhancement Ideas	5
Votes Cast	70
Feedback Forms Submitted	9

This focus group went through the same facilitated exercise to develop prioritized strategies as other groups did. During the exercise, participants were asked how the City should reduce demand or increase supply to prolong the water supply. Their ideas were recorded, and each participant was then provided with six sticker dots to vote on their preferred alternatives.



There was a 60%/40% split in the votes that were cast in favor of reducing demand. However, the three highest-rated priorities were strategies for increasing the available supply.

Building a new reservoir was the most supported strategy by the group. Re-using the treated wastewater that currently is discharged to the river also received support, as did the idea of building a long-distance pipeline to a new supply source. The prioritized demand reduction strategies focused more on conservation and restrictions. Smart sensors could be installed on irrigation system, while new private wells could be banned. New sprinkler systems could also be prohibited, and the group would like consideration of the odd/even watering schedule that was implemented in Wichita in the early 1990s.

HIGHEST PRIORITY DROUGHT STRATEGIES

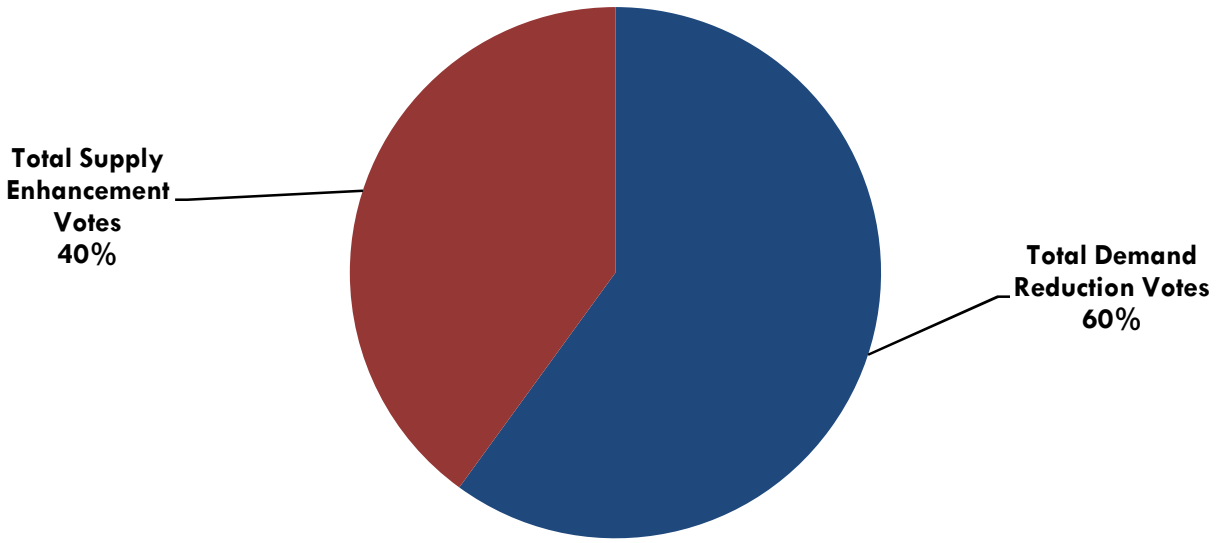
Strategy	Type	Votes	Percent
Build New Reservoir	Supply Enhancement	8	11.4%
Re-Use Gray Water	Supply Enhancement	7	10.0%
Build Long-Distance Water Pipeline	Supply Enhancement	7	10.0%
Plant Drought-Tolerant Grasses	Demand Reduction	6	8.6%
Install Smart Irrigation Sensors	Demand Reduction	5	7.1%
Ban Private Wells	Demand Reduction	5	7.1%
Implement Odd/Even Watering Days	Demand Reduction	5	7.1%
Prohibit New Sprinkler Systems	Demand Reduction	5	7.1%
8 Other Strategies		22	31.6%

May 9, 2013

	Votes	% of Category	% of Total
Reduce Demand			
Plant drought-tolerant grasses	6	14.3%	8.6%
Install smart sensors on irrigation systems	5	11.9%	7.1%
Ban private wells	5	11.9%	7.1%
Implement odd/even watering days	5	11.9%	7.1%
Prohibit new sprinkler systems	5	11.9%	7.1%
Apply restrictions to wells	4	9.5%	5.7%
Raise rates on tiers 2 and 3	3	7.1%	4.3%
Charge high fee for filling ponds	3	7.1%	4.3%
Prevent over-irrigation by businesses	3	7.1%	4.3%
Eliminate City of Wichita watering	2	4.8%	2.9%
Install pressure reducers on meters	1	2.4%	1.4%
Total	**42**	**100.0%**	

Increase Supply			
Build new reservoir	8	28.6%	11.4%
Re-use gray water	7	25.0%	10.0%
Build long-distance pipeline to new water source	7	25.0%	10.0%
Provide incentives for new private wells	4	14.3%	5.7%
Capture rain water	2	7.1%	2.9%
Total	**28**	**100.0%**	

Total Demand Reduction Votes	42	60.0%
Total Supply Enhancement Votes	28	40.0%
Total Votes	**70**	**100.0%**

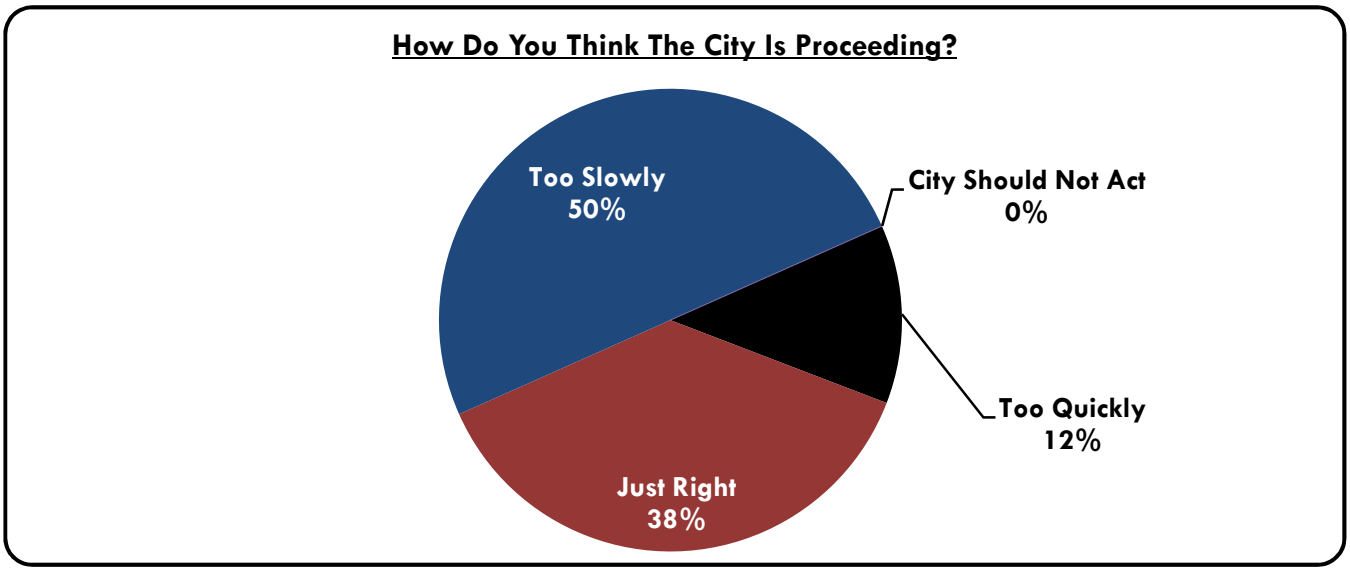


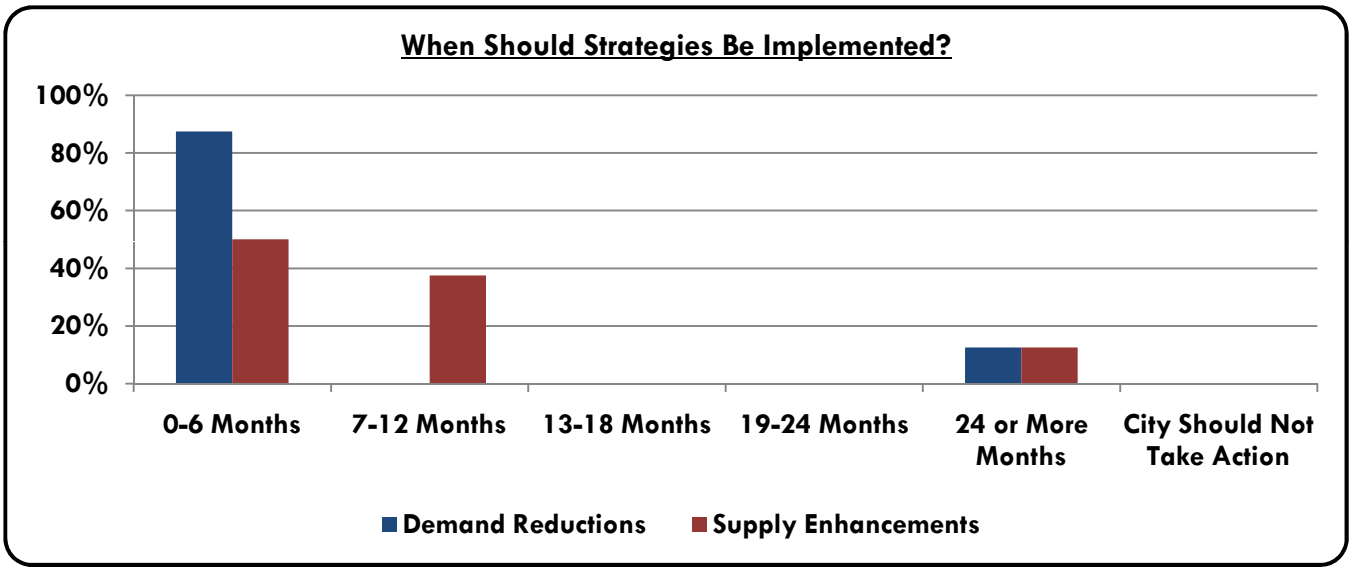
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	1	12.5%
Just Right	3	37.5%
Too Slowly	4	50.0%
City Should Not Act	0	0.0%
TOTAL	**8**	**100.0%**

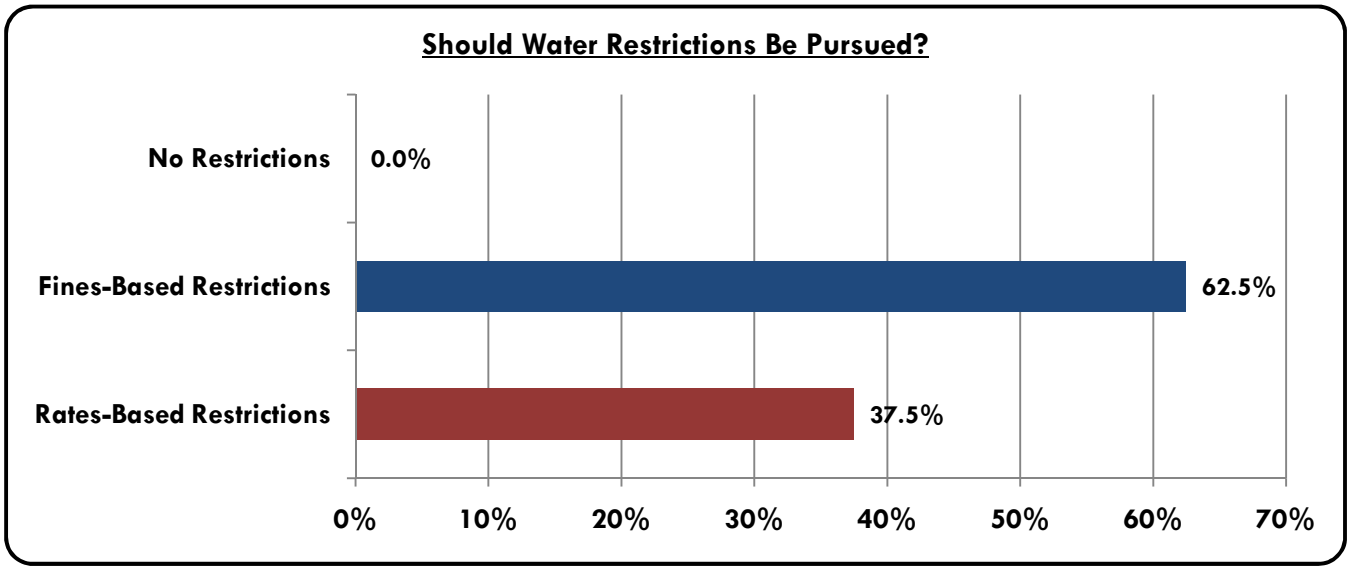
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	7	87.5%
7-12 Months	0	0.0%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	1	12.5%
City Should Not Take Action	0	0.0%
TOTAL	**8**	**100.0%**
Supply Enhancement		
0-6 Months	4	50.0%
7-12 Months	3	37.5%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	1	12.5%
City Should Not Take Action	0	0.0%
TOTAL	**8**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.33	*The priorities are ranked in order; the lower the number, the higher the priority.*
Minimizing Costs	2.89	
Keeping Rates as Low as Possible	3.22	
Water for Business Uses	3.33	
Water for Public Pools	4.89	
Water for Lawns	6.11	
Water for Golf Courses & Parks	6.56	
Water for Private Pools	7.33	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	3	37.5%
Ban Outdoor Watering and Fine Violators	5	62.5%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**8**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
50%
City Should Not Act
0%
Too Quickly
12%
Just Right
38%


When Should Strategies Be Implemented?
100%
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
62.5%
Rates-Based Restrictions
37.5%
0%
10%
20%
30%
40%
50%
60%
70%

COMMENTS

- Already raised rates to make outdoor watering too expensive.

- Restrict watering to 1-2 days a week.

- We must conserve water by restricting usage.

Each of the District Advisory Boards could review the public input on the drought during the May sessions. This included a 30-page data packet on strategies and preferences culled during the community meetings.

Four of the six DAB groups chose to hear the presentation and provide feedback to the Water Utilities Advisory Committee. One of the DAB also voted on a formal recommendation for the committee's consideration.

NUMBER OF ATTENDEES	
District 1	31
District 2	35
District 3	Did Not Discuss Drought
District 4	20
District 5	Did Not Discuss Drought
District 6	9
Total	**95**

District 1 Advisory Board	
Summary	There was a desire for more proactive drought planning for the future and to act more quickly to respond to the current drought. Comments indicated the DAB did not feel that fines would be as effective as rates in forcing conservation. HOA requirements should be changed, while excess revenue should be applied in the future for supply enhancements.
Recommendation	Did not vote on a recommendation

District 2 Advisory Board	
Summary	The DAB requested increased public education regarding conservation strategies and urged the community to better capture and use rain water.
Recommendation	Did not vote on a recommendation

District 4 Advisory Board	
Summary	Members discussed the unenforceable nature of a ban on usage, as it would take a multitude of staff to implement. Also, home buyers purchase homes with green lawns, driving up demand for water. Other discussion revealed that some DAB members did not feel that voluntary conservation will be successful. Finally, the DAB requested that the City ensure transparency in the process and publicize future actions in a timely fashion.
Recommendation	Voted 4-3 to raise Block 2 water rates to drive conservation and to support development of other water sources

District 6 Advisory Board	
Summary	The DAB preferred to keep fountains active and restrict irrigation. Smart irrigation sensors were suggested. Members also desired to ban all unnecessary water usage and analyze a regional water supply.
Recommendation	Did not vote on a recommendation

Topic Name (Instant Poll): Water Usage During the Drought

Idea Title: Restrict Outdoor Watering and Fine Violators

Number of Seconds 77

Idea Title: Raise Rates to Make it Too Expensive to Water Outdoors

Number of Seconds 15

Idea Title: Other (please suggest an alternative in the comments)

Number of Seconds 8

Idea Title: Do Not Restrict Any Water Usage

Number of Seconds 6

Comments

Number of Comments 33

Comment 1: Why not got to odd/even days and house numbers | By joyce S

Comment 2: Restrict grass types and limit watering permanently. Stop City watering of medians. | By Robert W

Comment 3: How about to those who spend their money, time and energy and actually lower their water usage, they would be rewared by a rate reduction. | By steve H

Comment 4: There is a discount progrom for purchasing both Rain Barrels and Compost Bins available through the River City WRAPS program. Deadline to purchase is June 3, 2013. http://www.rivercitywraps.org/
| By Libby A

Comment 5: Offer a rebate in water rates to homeowners who have private water wells installed, to encourage less reliance on city water supplies for non-essential use. | By Dan D

Comment 6: Its easy to say fine violators, but I have heard terrible stories about being fined by housing associations for having dead grass spots in your yard. There should be something done about housing associations making harmful requirements to keep green lawns during a

drought. | By Lacy C

Comment 7: Would homeowners using water wells be subject to the same fines and costs, or would they be exempt, as in previous years? Even though they're not using the municipal water supply, conservation is conservation. | By Dan D

Comment 8: Limiting of water use to certain times during the day when evaporation is low like morning or night. | By OFONIME S

Comment 9: As water restrictions approach, green and aesthetically pleasing grasses come at major cost concern. The EPA estimates that up to %70 off all water used is for outdoor purposes. With further advancements in synthetic engineering, the artificial turf of today looks and feels just as real. Great warranties and superior manufacturer customer service make the turf a great alternative to traditional grass. Some cities and water departments throughout the nation are giving tax or water credits for installing synthetic turf. Driving down our newer streets in Wichita, I am constantly seeing improper watering habits in municipal areas such as medians and parks. I would like to see the city allow us to install products throughout town to provide Wichitans with an up close sight and feel of synthetic turfs. It is expensive, but money is replaceable and water isn't...
Derek Martin
Lawns of Glory
316-308-0800 | By Derek M

Comment 10: Restrict outdoor watering both days and times to include everyone including the city and county and all well users. we are all getting our water frm the same source. | By steve H

Comment 11: I would do all of the above, not just one of them. Plus, the City should offer incentives for conservation such as rebates for replacing appliances and fixtures with newer ones using less water and for installing rain barrels. Watering should be prohibited during the daytime. | By Janet M

Comment 12: Send stickers to each household to put in their kitchen or bath to remind people that there is a drought and to be mindful of how much water they are using. | By Jean H

Comment 13: we need to go to odd even day watering. We should have years ago. Sprinklers need to be turned off during rains and fines for those that water in the rain and water the street. This includes city sprinkler systems. I have a pool and already have to pay 3rd tier in the summer. The pool once filled uses less water than a sprinler system. Watering by hand uses more. Go to odd even days by address. If you increase rates, it should be on evryone not just pool owners and sprinkler systems. It seems rates go up yearly. Rationing is way over due | By Gerald B

Comment 14: The alternate days did not reduce the total volume used. In fact it increased because people used more when it was their day. At that time it was limited pipeline size. We cured that and now it is available volume.
These new meters would allow pricing by time of day. Maybe you could fill your pool at night, or have the usage spread over several months. | By Lonny W

Comment 15: I like these ideas to help our affluent lifestyles line back up with our environment :
1.Charging more per gallon and drop the base charge would be a fare pricing, not punishment. More water usage = higher bill. Though I think commercial opperations need a break through the transition.
2.Can the city help get reduced wholesale parts costs for commercial and residential rain and drainage catchment and use?
3.Greywater systems can be encouraged. An estimated 50% of our household water can be used as irrigation around our houses! 50% of anything is a BIG deal. AZ has the leading greywater regulation. 'Create an Oasis with Greywater' by Art Ludwig has the specs an various types of greywater systems.
4. City water reclamation facilities, with 'purple pipe' reusage, need to begin. We're sending our water on down the river rather than reusing it or holding it to sink it back into the ground gradually raising our aquifers. | By Charolett K

Comment 16: Last year Layton had an in depth study done of water usage and costs.
He determined that residential was paying part of commercial's costs. So commercial is now having their rates increased more, to get them to pay for their usage.
Greywater systems can be expensive and can create health concerns from the residue and odor, when reused in a structure. Water from kitchen sinks and washing machines may not be the best to put on the lawn.
Tried in Greensburg with frustration. | By Lonny W

Comment 17: A few comments.

1) Las Vegas has been on water restrictions for years and nobody really minds it. They also encourage smarter landscaping that uses less water. They also compensate residents who take active steps to reduce water use (reducing grass in particular).

2) Unfortunately, the ASR was built too late to start supplementing the aquifer earlier but the good news is that it will be a good thing in the long run.

3) Raising rates will eventually punish people into better action, but I'd rather punish the

abusers rather than everyone else. I will say that I would raise rates significantly on the highest tier users to discourage excessive watering. | By Kenneth L

Comment 18: I agree with your opinion on punishing abusers rather than everyone else. But then I wondered how this would or could be enforced. Would it be through the water department? - penalize the previous month's heaviest users? I would rather see a proactive approach to limit water usage than a reactive approach. $$ won't bring our water back or make it rain. I would think it would be more cost effective to keep the water we have than to find it elsewhere. | By Linda R

Comment 19: Great. I agree. | By Lonny W

Comment 20: On the question of those with water wells, I would suggest that this is a totally separate issue. On one hand, those with water wells are not reducing the water Wichita uses, since we get most of it from the lake. On the other hand, the collective conscience of the community might demand temporary emergency rule expensive licenses for well-drilling. I wouldn't recommend this, or penalties for existing legal wells because it is a much bigger problem than Wichita or Sedgwick county. The state of Kansas and surrounding states must band together to decide how to deal with the shrinking huge multi-state aquifers. | By Gary S

Comment 21: I feel water wells are tied into the conservation issue because they are also depleting an aquifer. Even if it's not the one effecting Wichita.
I appreciated seeing the power point on our aquifer's and reservoirs and how their useful life has changed.
I'm glad we're part of a regional consortium on water and appreciate the Regional Economic Area Partnership giving water an emphasis. | By Lonny W

Comment 22: I read some of other people's suggestions below and their ideas are really good ones , better than what I can come up with. I rent an apartment. My property owner had sprinklers installed and I swear they water the grass every thirty minutes. Ridiculous! I don't want the water rates to go up because than my rent goes up and I'm not watering the grass around here. I think watering lawns needs to be restricted somehow because once the water is gone there's no getting it back.
| By Teckla W

Comment 23: Tekla, You make a good point. I hadn't thought of the indirect impact to renters. If the emergency rules I suggested actually came into being, there should be a clause that no part of the progressive high rates can be passed along. | By Gary S

Comment 24: This is a quasi-emergency situation, so have emergency rules. If a ruling body

decides to declare drought conditions, the emergency rules go into effect. Such as: After an average amount of water for a family is utilized at no increase in rate, implement HUGE (I mean, HUGE) increases for those who are obviously watering outside. This does two things. It allows those who choose to use their sprinkler systems and can afford the new sky high rates the freedom to keep their yards and be part of the solution. They are sending dollars to build things like a pipeline to El Dorado or grey water solutions. It also protects those who simply can't afford higher rates.
After the ruling body determines that the drought is over (the Lincoln Street Dam is fully up and the river is flowing full on both sides of the dam, for example), we go back to normal water rates. Cheney lake is back to normal levels.

| By Gary S

Comment 25: and Offer a wide verity of prices for home owners to replace leaking water sprinkler heads | By James B

Comment 26: Restrict outdoor watering for longer than 1 hour straight, or Restrict outdoor water between the hours of 9am to 9pm | By James B

Comment 27: Something needs to be done to educate/reach people with their own irrigation wells. Although they don't use city water for their lawns, they're still drawing from the same aquifer we all use. For example, my neighbor waters her lawn three times a day in the summer. (No exaggeration.) Because she doesn't have to pay for her water, she has no incentive for to learn how to water/maintain her lawn in a more conservation-minded way. | By Tamara S

Comment 28: People water their yards every day. And they water way too much. Most of the water runs off into the gutters. More water wasted on yards than showers or toilets by far.

Allow watering the yard only twice per week | By Jay S

Comment 29: Wichita Water & Sewer Rates are high enough and generally tied to actual consumption. I find this to be true, because my water & sewer bill is generally higher when I use my sprinkler system in the summer to keep my lawn alive. I am not opposed to restricting outdoor water use, as long as it doesn't cause my lawn to die, which causes even more out of pocket expenses to re-sod or re-seed. I installed a sprinkler system to allow my lawn to be watered more efficiently, in lieu of a "drown it" approach". I also choose to water early in the morning, not in the heat of the afternoon. I am concerned about the Cheney Reservoir resources and am an advocate of the Equus Aquifer Beds being recharged. Water is a precious resource that we need to survive. Better education is needed. The City of Wichita sends residential clients monthly statements/bills. Send conservation ideas inside with the bill, let consumers know how they can save money, by using less. I like the online water meter

idea! | By Christina W

Comment 30: I thought they had been sending conservation ideas in our bills. | By Lonny W

Comment 31: People love the idea of conservation, as long as it does not affect them. The first thing most people do with conservation shower heads is remove the flow restrictor. Most low flow toilets don't work well so people flush two or three times. The City is aware of the high flow accounts - why not address them directly? Working with the few is easier than changing the many | By Greg L

Comment 32: It is a shame that so many 1.6 gallon per flush (gpf) toilets do not flush well. Now we are getting 1.2 gpf toilets. But if you know the right brand you can get a good flushing toilet for $100. Only a couple sold in box stores are good flushers.
I agree about the commonness of removing the shower head restricter. However the better heads, Speakman's, etc., have better aeration and can make 2.5 gpminute seem like 10. But they're $60 and up. | By Lonny W

Comment 33: We should adopt water conservation requirements on plumbing fixtures and lawn sprinkling systems. Required on new and rewards for existing system updates.

New lawn sprinkling systems should be required to have "smart controllers" and low flow sprinkler heads. 30% savings in volume.

Existing systems could get rate reductions for installing the "smart controllers".
New wells should have "smart controllers" and low flow heads.

Reward program for installing low flow faucet and shower aerators and toilets.
Online individual water meter reading by the customer.
Different rates for different times of day.
Possible prohibition of not watering between 10am and 4pm.

We can flush a toilet three times for a penny. That is too cheap.
Adding the sewer charge, we get 10 gallons for a nickle.

LonnythePlumber | By Lonny W

Topic Name: How Can You Conserve Water?

Idea Title: rain barrels

Idea Detail: for when it does rain. put a rain barrel under your gutter spout to collect run off water. Use that to water plants in your yard. Maybe to water grass with one of those hoses that lets water trickle out the sides. ?

Idea Author: Teckla W

Number of Seconds 0

Number of Points 79

Number of Comments 4

Comment 1: Rain barrels are not that expensive and the one I bought was installed by the company that made it for free. Mine was also subsidized by the City when I bought it at the Sustainability Fair that has now been abandoned. There was even money set aside to fund it this year. Wonder what happened to that money?? | By Lori L

Comment 2: Not a bad idea but a significant expense for someone with an existing house. You've got to modify your gutter system to match the barrel and purchase the barrel. It could end up costing hundreds, if not thousands of dollars depending on your house and your own abilities. If it only saves you a few dollars per month on your bill, most people won't do it. | By Kenneth L

> Comment 3: It may be only a $50 deal, and that's if you buy the barrel with a hose outlet in it. Some downspouts are in sections. Others you may need to buy a section for around $5.
> I have 3 customers that do thi,s because they feel the rain water is better for the plants. | By Lonny W
>
> Comment 4: My 64 year old sister installed on for my 88 year old mom. both on a fixed income. It did not cost "thousands of dollars". | By Eileen B

Idea Title: EDUCATE.

Idea Detail: Educate our community about why we need to conserve water and how to do it.

Idea Author: Diana M

Number of Seconds 0

Number of Points 75

Number of Comments 4

Comment 1: Thanks for the suggestions. The City of Wichita will soon launch a water conservation program. It will provide information online, in person, and through other media about the most effective ways to reduce water usage. Please be on the lookout for it in the next couple of weeks. | By Ben N

> Comment 2: I'm a little nervous about what the program will recommend. Often they include national recommendations. For instance I do not think water heater blankets save anything on gas in our area.
> I think bricks or bottles of water in a tank are problematic and result in not getting the siphon started from lack of water. some bricks deteriorate and interfere with the flapper closing.
> I do hope they include the dye tablets. A toilet can run for months before someone can hear it or see the water move in the bowl. Small leaks use a lot of water. | By Lonny W

Comment 3: Education is very important right now. I don't know how many people understand that if the drought continues, Wichita will be unable to meet needs in two years. | By Kenneth L

> Comment 4: I agree. I was pleased to see the report on the whole state and nationally. Even if the drought ceased, it would take 3 years to come back.
> But also, drilling more city wells is a surer source of more water, if we don't conserve. | By Lonny W

Idea Title: "Turn in those showerheads day." Get a low-flow to go!

Idea Detail: Instead of a gun buyback program, the City could obtain low-flow shower heads and have an event where folks could turn in their inefficient shower heads for more efficient ones.

Idea Author: Terry R

Number of Seconds 0

Number of Points 72

Number of Comments 1

Comment 1: Agreed. Although usually we can just install a low flow disc in the connection. | By Lonny W

Idea Title: Kansas-appropriate landscaping and lawns

Idea Detail: Our area is better suited to warm season grasses such as buffalo, bermuda, and zoysia plus plants that are either native or naturalized to our area.

Idea Author: Libby A

Number of Seconds 0

Number of Points 62

Number of Comments 3

Comment 1: Many HOA's will not allow a homeowner to install a bermuda or buffalo grass lawn. Most require a fescue or zoysia lawn. There are usually minimum landscaping requirements, such as foundation plantings and a certain number and size of trees. I think the City should at least go to the HOA's and educate/ ask for help. Otherwise, there will be many homeowners caught between a rock and a hard place. | By Jennifer R

Comment 2: I'm not a lawn person. I'm allergic to grass. So..Is Fescue the bad one? Why do people put in the lawns that take a lot of water? Do they look better or stay green longer? Isn't there a group that recognizes the best lawns? Couldn't they help in their standards for competition? | By Lonny W

Comment 3: There is some good information on the Sedgwick County Extension Office site about fescue lawns (linked below). It is a cool season grass that greens up in the spring and stays green through summer, with appropriate watering. It does require 1-1.5 inches of water a week in the dry summer months, which is more than some other types of ground cover.

http://www.ksre.ksu.edu/bookstore/pubs/mf736.pdf | By Ben N

Idea Title: Water only critical spaces.

Idea Detail: It was broadcast on the Kansas City news during Summer 2012 that to keep a

lawn alive during extreme heat and drought, it needs to be watered deeply only once every 2-3 weeks. Grass is relatively inexpensive to replace. Instead, water landscape ornamentals as well as food-producing trees and gardens. Sure, we would all love a healthy green lawn surrounded by lush foliage but we need to accept that our climate has not been conducive to that aesthetic over the past few years. To ensure that we all have access to reasonably priced water for our true needs, we must stop trying to achieve and preserve a landscape more suitable to the upper Northwest.

Idea Author: Linda R

Number of Seconds 0

Number of Points 61

Number of Comments 2

Comment 1: Great idea! personally I keep a SMALL space by the patio nice and don't worry about the rest of the yard. | By Libby A

Comment 2: I think this, in conjunction with using rain barrels would do a vast amount of good. However,,,DON'T exclude golf courses from this plan. The idea of a large segment of society sacrificing while a few "special" people enjoy lush grass for a "game" will defeat the whole project. | By Gary B

Idea Title: Lawn Sprinkler "Smart Controllers"

Idea Detail: A "Smart Controller" can save about 30% in water volume. It senses the soil moisture and is set by type in each zone. A moisture sensor keeps the system from coming on when it doesn't need too. Around $300 installed.
The city could give a "Smart" system a lower rate for additional use.

Idea Author: Lonny W

Number of Seconds 0

Number of Points 60

Number of Comments 3

Comment 1: Since my yard is burning up and drying out all summer anyway.....a waste of money for me. | By Kenneth L

Comment 2: Existing systems would be optional. But if you did, you could get more gallons at a lower rate. | By Lonny W

Comment 3: Not everyone who waters their lawn and afford $300 | By James B

Idea Title: Have a public campaign about the benefits of rock yards

Idea Detail: Rock yards are low maintenance and require no water.

Who on the site has a rock yard? What are the costs and additional benefits? If this is to be a public campaign on benefits, can users share their photos, videos and links to help others who may be considering a rock or partial rock yard?

Idea Author: Daniel A

Number of Seconds 0

Number of Points 54

Number of Comments 2

Comment 1: I would love to have a rock yard or partial rock yard, but the cost would be prohibitive. I don't know anywhere to buy rock that looks attractive that isn't also very expensive. It would take a lot of rock to sufficiently cover all or part of a yard. | By Melinda S

Comment 2: This idea I think would benefit the water supply. I'm all in favor of a public campaign for going to rock yards. | By Donald J

Idea Title: Encourage people to plant native grasses.

Idea Detail: Encourage people to plant native plants and grasses in their lawns that survive with less frequent watering. http://www.dyckarboretum.org has good resources.

Idea Author: Christopher R

Number of Seconds 0

Number of Points 54

Number of Comments 0

Idea Title: Low flow faucet aerators.

Idea Detail: Individuals can replace the aerator's on the end of their lavatory and sink faucets. The better the aerator the more air it brings in and the more force you get from less volume. Buy the best you can, like Spring-Flo. About $5 each.

Idea Author: Lonny W

Number of Seconds 0

Number of Points 51

Number of Comments 1

Comment 1: Don't like it! | By Erika L

Idea Title: How about rain barrels?

Idea Detail: Teach people how to create and use rain barrels, maybe through workshops.

Idea Author: Linda M

Number of Seconds 0

Number of Points 50

Number of Comments 3

Comment 1: There is a discount progrom for purchasing both Rain Barrels and Compost Bins available through the River City WRAPS program. Deadline to purchase is June 3, 2013. http://www.rivercitywraps.org/ | By Libby A

Comment 2: The City's Water Conservation Program Manager (Kay Drennen at 316.350.3387) has information on how to use rain water for irrigation. | By Ben N

Comment 3: I have several customers that do this. Some feel it's better water for a lawn and/or garden. I don't think it is expensive to recapture rain water. | By Lonny W

Idea Title: Turning off the shower tap when you don't need it.

Idea Detail: I've got a button on my shower head that will stop the water flow. While I'm shampooing, cream rinsing, and washing, I shut the water off and just turn it back on to rinse off the shampoo, cream rinse or soap.

Also don't let the water run while you're brushing your teeth or shaving your face.

Idea Author: Denise A

Number of Seconds 0

Number of Points 47

Number of Comments 2

Comment 1: If a person stops up their drain, they could be surprised at how much water they don't use while brushing and/or shaving. Still, when it's only two gallons for a penny, there's not much motivation. | By Lonny W

Comment 2: Good low flow shower heads can cut usage a third, down to 3.5 or 3.5 gallons a minute. The better aeration, of the better heads, sucks in air and gives the lower volume some force. | By Lonny W

Idea Title: Raising rates for those who use too much water

Idea Detail: People will not change their usage unless they are forced to. We already know this. If HOAs find their residents can no longer afford to water, water, water they will change their covenants. This may take some education for HOA residents.

Idea Author: Lori L

Number of Seconds 0

Number of Points 44

Number of Comments 1

Comment 1: So far there has not been any talk of raising a person's base rate. Only considering raising the rates for the additional usage tiers in summer. | By Lonny W

Idea Title: Installation of dual flush toilet conversion kits

Idea Detail: In the average household 40% of the water used is flushed down the toilet. Houses constructed in the past 10 years have efficient toilets installed, but in older homes it's very likely that they will have toilets that use 5-7 gallons with each flush. A dual flush conversion will allow the toilet to be flushed using 2 gallons per flush for "pee", while the full flush is used for "poo". Consider if the toilet is flushed 15 times per day, at the very least that's a savings of 45 gallons per day. That equals a saving of 1300 gallons per month, and 15,600 gallons per year. These conversion kits can be purchased for $30, and it's relatively easy to install... not something you would need to have installed by a plumber.

Idea Author: John B

Number of Seconds 0

Number of Points 38

Number of Comments 3

Comment 1: This is a really good idea. | By OFONIME S

Comment 2: I was not aware of the conversation kits. Are they available in our area? | By Lonny W

> Comment 3: Yes. I purchased from Home Depot. There are several versions available from different companies, each can be ordered on-line. | By John B

Idea Title: Allow reuse of grey water

Idea Detail: Residents need to abe able to, easily, reuse their grey water. It is a huge waste to send it the same place as toilet water. That's insane! We need to reuse water to keep our foundations from cracking or water outdoors. There are some rules that people need to be educated on but it is a simple thing to do.

Idea Author: Lori L

Number of Seconds 0

Number of Points 34

Number of Comments 2

Comment 1: I don't think reusing greg water is easy or cheap and unless you bucket it out of your bathrub. Separating drain lines plus you have odor and residue that goes on the yard. But I agree with your foundation remark. Dirt is a living thing and can move walls and foundations. | By Lonny W

Comment 2: Need to be sure that use of greywater is approved first by KDHE. keep an eye on HB2321
http://www.kdheks.gov/testimony/download/02_19_13_KDHE_Testimony_Graywater.pdf | By Libby A

Idea Title: Synthetic Turf

Idea Detail: As water restrictions approach, green and aesthetically pleasing grasses come at major cost concern. The EPA estimates that up to %70 off all water used is for outdoor purposes. With further advancements in synthetic engineering, the artificial turf of today looks and feels just as real. Great warranties and superior manufacturer customer service make the turf a great alternative to traditional grass. Some cities and water departments throughout the nation are giving tax or water credits for installing synthetic turf. Driving down our newer streets in Wichita, I am constantly seeing improper watering habits in municipal areas such as medians and parks. I would like to see the city allow us to install products throughout town to provide Wichitans with an up close sight and feel of synthetic turfs. It is expensive, but money is replaceable and water isn't...
Derek Martin
Lawns of Glory
316-308-0800

Idea Author: Derek M

Number of Seconds 0

Number of Points 19

Number of Comments 1

Comment 1: Good idea. Are you going to contact the Bids department and get signed up for notifications and to be an approved bidder? I wish you would. Or if synthetic has been rejected before based on cost, there may now be higher costs on the real turf side.
I thought the main opposition to artificial came from a landscaping board or a gardener's group. It may be the Master Gardener's who volunteer to keep up some of the downtown green medians. | By Lonny W

Idea Title: Drainage of gray water into lawn and garden.

Idea Detail: drains from sinks, showers, or baths could be routed to drain into home gardens or lawns.

Idea Author: Marye R

Number of Seconds 0

Number of Points 19

Number of Comments 2

Comment 1: Last year, we had huge cracks in our yard all around our foundation and worried about what it was going to do to our house. Using grey water to drain there for that purpose would be great. We don't need clean water for that. | By Melinda S

Comment 2: Need to be sure that use of greywater is approved first by KDHE. Keep an eye on HB2321
http://www.kdheks.gov/testimony/download/02_19_13_KDHE_Testimony_Graywater.pdf | By Libby A

Idea Title: A bucket in the kitchen sink can collect water to use outside.

Idea Detail: I keep an attractive bucket in my kitchen sink to collect water from washing veggies or hands. When it's full I empty it onto the garden right outside the door.

Idea Author: Jane B

Number of Seconds 0

Number of Points 13

Number of Comments 0

Idea Title: Allow only 1/3 of a home/business outdoor area to be irrigated

Idea Detail: All over the western USA you can find cities that allow only a percentage of outdoor lawn/landscape areas to be irrigated in any form or fashion. The remainder of the area can be a deck, garage, concrete or plants that do not require any water other than rain.

Idea Author: David L

Number of Seconds 0

Number of Points 8

Number of Comments 1

Comment 1: I like the idea - but it would conflict with a number of neighborhood homeowner covenants covering landscaping and requiring a specific amount of lawn. Not sure how the city could get around that. | By Karen S

Idea Title: Garage sale permits..yes or no?

Idea Detail: I don't like paying for garage sale permits

Idea Author: James B

Number of Seconds 0

Number of Comments 2

Comment 1: This doesn't really have anything to do with water use. :) I understand the frustration but at the same time, a permit is inexpensive and just makes sure that people don't set up permanent garage sales that are eyesores for their neighbors. | By Kenneth L

> Comment 2: Thanks Kenneth. I believe I have also heard that is the justification. And why we limit them to only so many a year. | By Lonny W

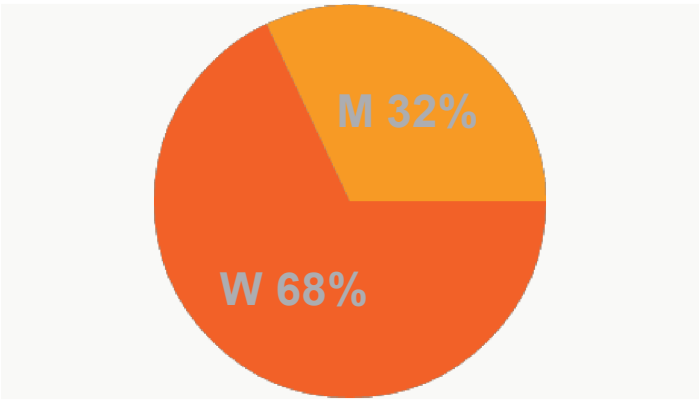
Welcome to Activate Wichita's Reporting Interface

The **Reporting Interface** displays all of the activity from your project.

*There are **230 Active Participants** in this Project*

Gender

Note: This is an optional field for participants



Average Age

46.1

Postal Code

09876	1
20001	1
210040	1
43023	1
67002	1
67013	1
67026	2
67037	8
67052	1
67060	2
67101	1
67201	1
67202	20
67203	25
67204	8
67205	9
67206	8
67207	7
67208	21
67209	3
67210	1
67211	10
67212	20

Age Range

53	
46	
41	
37	
35	
17	
83	

67213	4
67214	5
67215	1
67216	8
67217	10
67218	8
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67219	4
67220	7
67223	1
67226	8
67230	3
67235	5
67349	1
67501	1
67579	1
68102	1
700000	1
85215	1
94401	1

1						
14-17	18-24	25-34	35-44	45-54	55-64	65+

Dashboard | Traffic Report | Participant Overview | Participant Report | Idea Overview | Idea Report

Select Language

Powered by Google Translate

Management Reports 3 Ben Nelson Site Admin

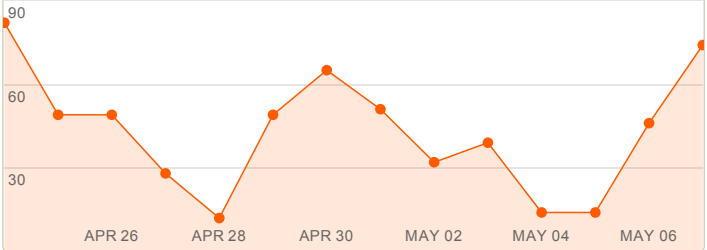
Dashboard | Traffic Report | Participant Overview | Participant Report | Idea Overview | Idea Report

Welcome to Activate Wichita's Reporting Interface

The **Reporting Interface** displays all of the activity from your project.

TRAFFIC

Day Week



TOTAL TRAFFIC

Visitors

1,238

Page Views

12,016

EXPORT OPTIONS

» Export as CSV/Excel

YOUR AVERAGE PARTICIPANT IS...

Female

46 Years Old

Living in these Postal Codes:

67203, 67208, 67202

SHARING

47 Facebook

2 Google+

6 Twitter

5 Email

2 LinkedIn

Top Shared Item

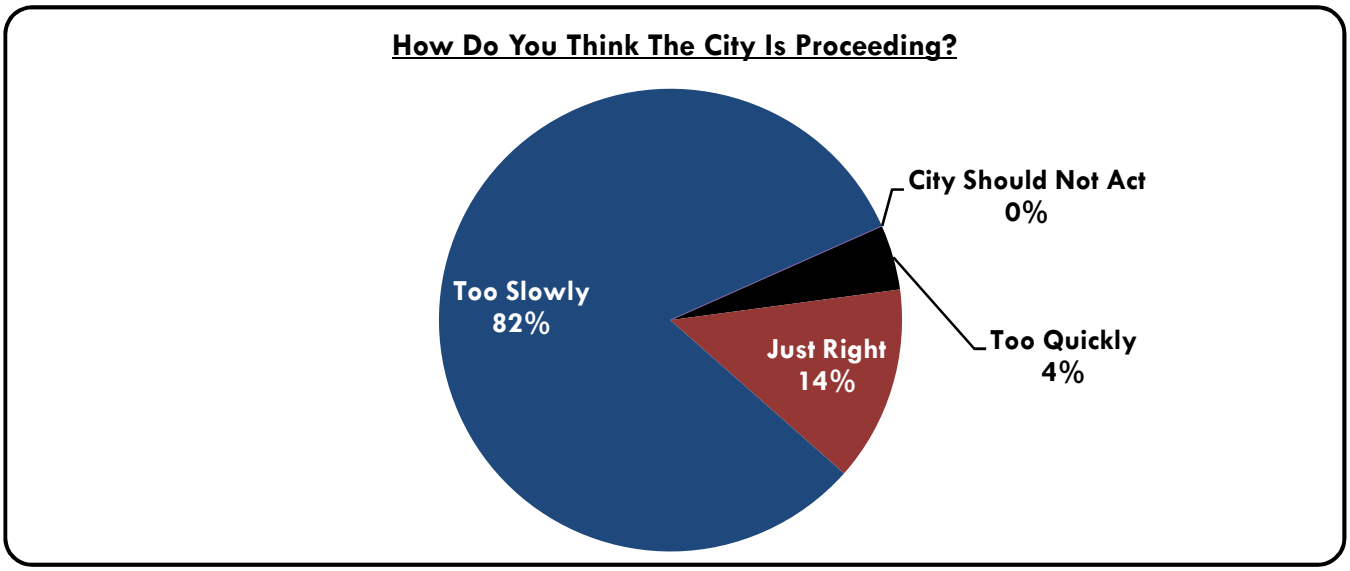
http://www.activate-

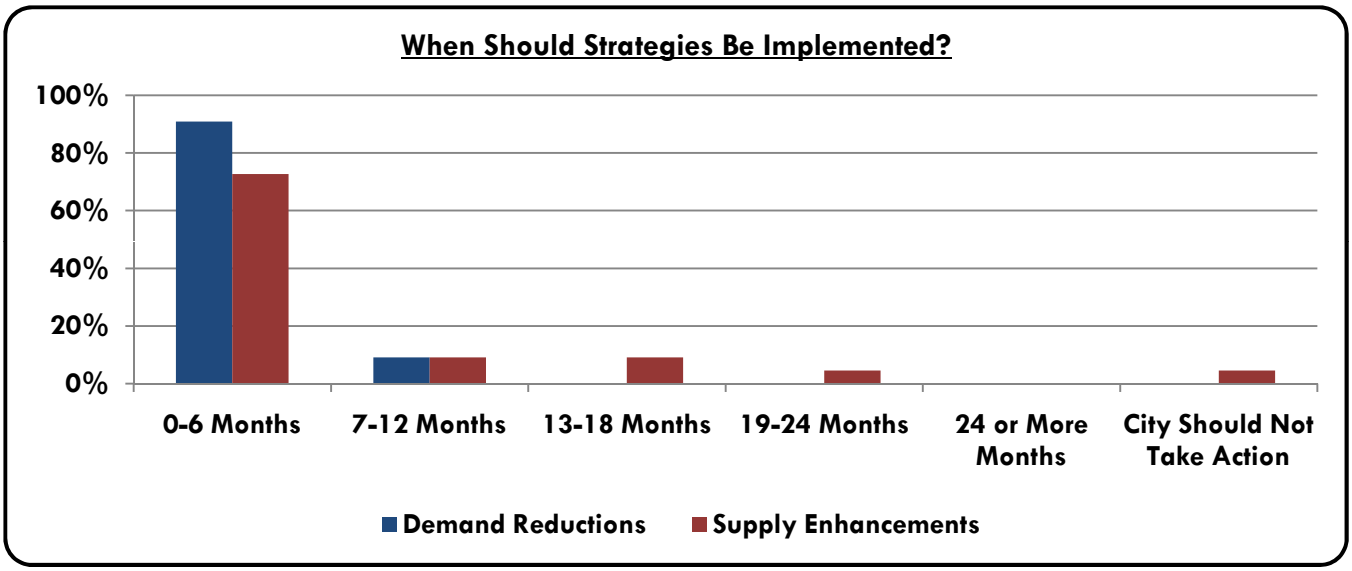
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	1	4.5%
Just Right	3	13.6%
Too Slowly	18	81.8%
City Should Not Act	0	0.0%
TOTAL	**22**	**100.0%**

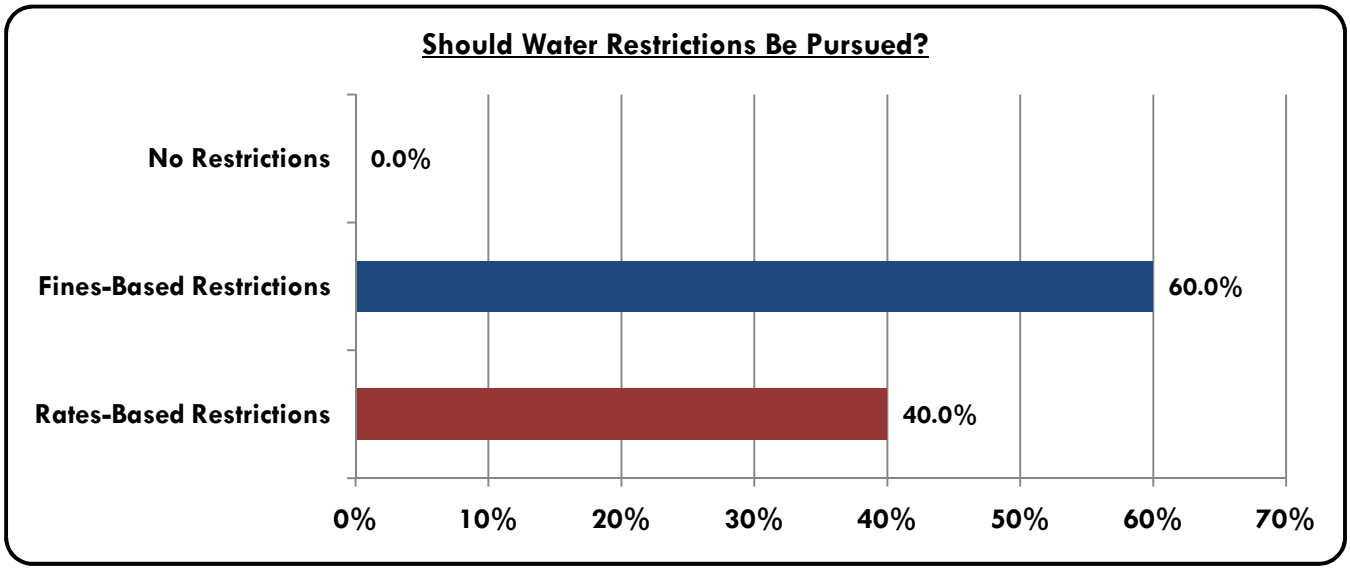
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	20	90.9%
7-12 Months	2	9.1%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**22**	**100.0%**
Supply Enhancement		
0-6 Months	16	72.7%
7-12 Months	2	9.1%
13-18 Months	2	9.1%
19-24 Months	1	4.5%
24 or More Months	0	0.0%
City Should Not Take Action	1	4.5%
TOTAL	**22**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.30	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Business Uses	2.75	
Minimizing Costs	4.00	
Water for Public Pools	4.65	
Keeping Rates as Low as Possible	4.67	
Water for Lawns	5.57	
Water for Golf Courses & Parks	5.95	
Water for Private Pools	6.30	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	10	40.0%
Ban Outdoor Watering and Fine Violators	15	60.0%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**25**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
82%
Just Right
14%
City Should Not Act
0%
Too Quickly
4%


When Should Strategies Be Implemented?
100%
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
60.0%
Rates-Based Restrictions
40.0%
0%
10%
20%
30%
40%
50%
60%
70%

COMMENTS

- Clamp down on private outdoor users. We can get through this by appealing to the community spirit.

- 1) Should immediately implement even/odd days water irrigation/lawn watering for business, residential, public. 2) City of Wichita should immediately use sensors in all automatic sprinkler systems. Should only have one lawn watering once per week. 3) Use City's website to show where public water is used. Must have water use transparency, which is not done today.

- Excellent presentation!

- I encourage the City to provide better info to the public about ways to conserve water. Also - we need a stricter plan for water rationing for watering lawns/gardens.

- Need to consider incentives for customers, such as retro-fit for toilets in older residential, high-efficiency washers, etc, as has been done in Hays

- Tell us how to re-plant our lawns with plants that use less water.

- Could start this summer with restrictions on day water could be used on lawns, pools, etc.

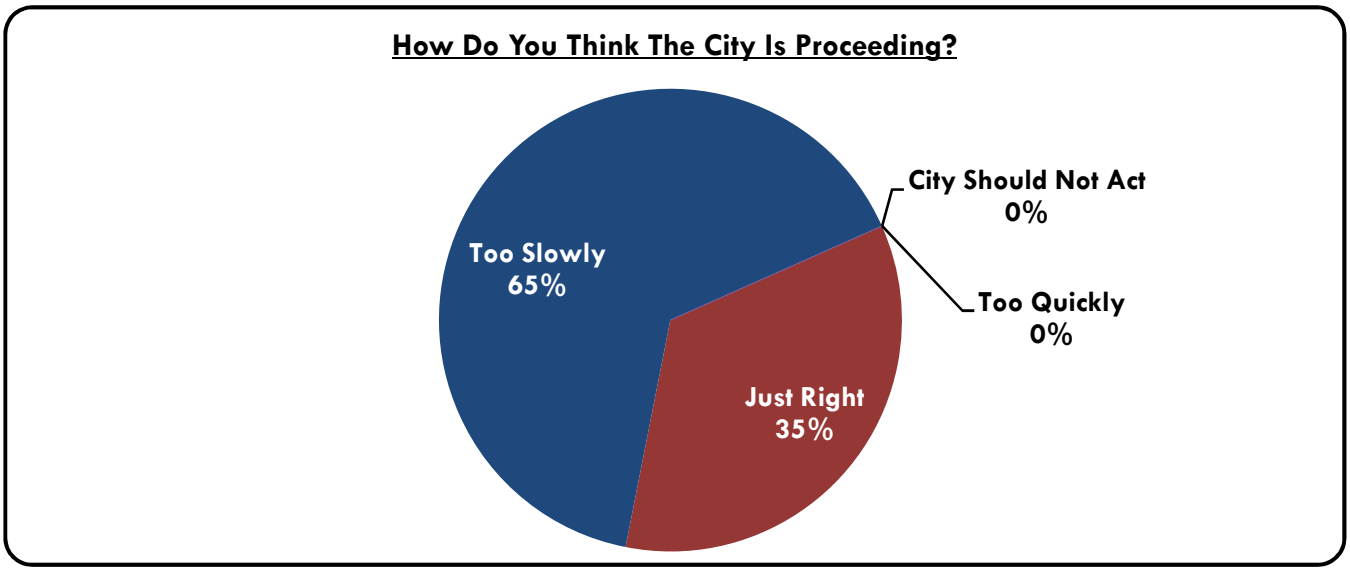
- Essential use vs money maker businesses for water uses should not be the same.

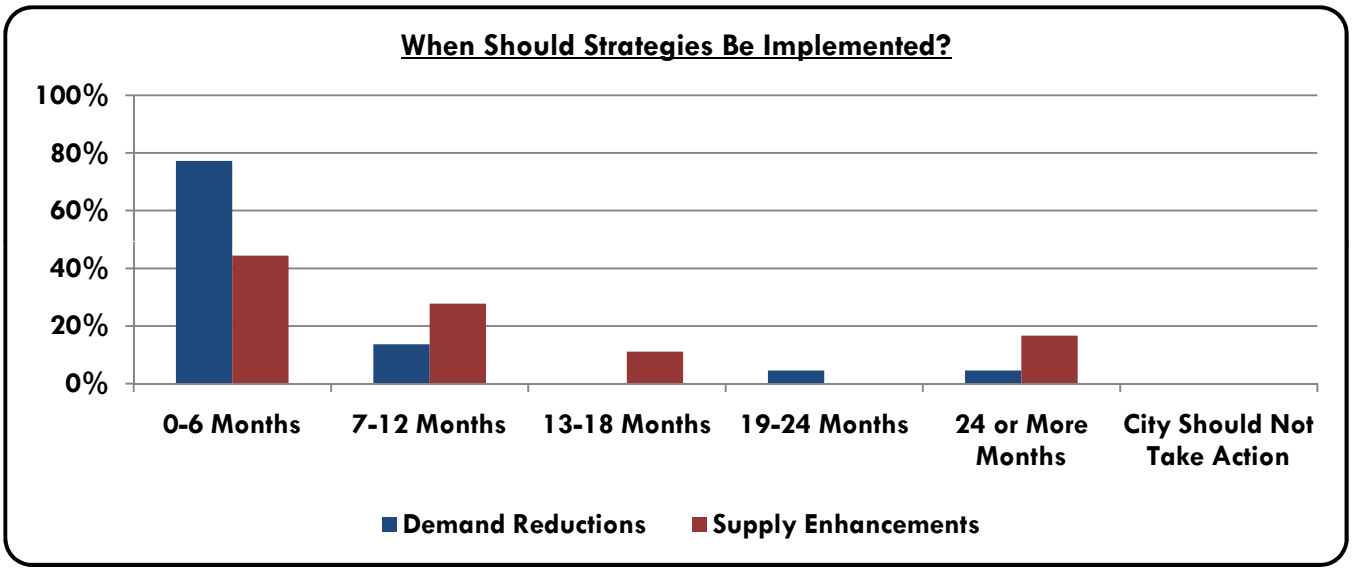
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	8	34.8%
Too Slowly	15	65.2%
City Should Not Act	0	0.0%
TOTAL	**23**	**100.0%**

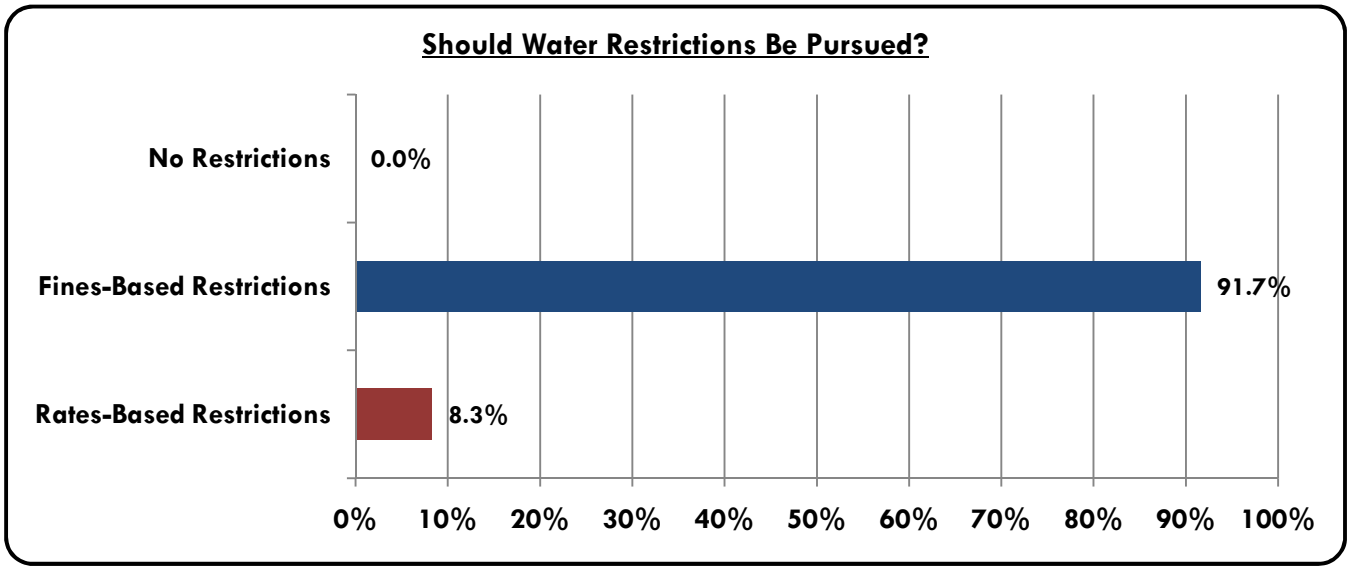
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	17	77.3%
7-12 Months	3	13.6%
13-18 Months	0	0.0%
19-24 Months	1	4.5%
24 or More Months	1	4.5%
City Should Not Take Action	0	0.0%
TOTAL	**22**	**100.0%**
Supply Enhancement		
0-6 Months	8	44.4%
7-12 Months	5	27.8%
13-18 Months	2	11.1%
19-24 Months	0	0.0%
24 or More Months	3	16.7%
City Should Not Take Action	0	0.0%
TOTAL	**18**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.73	*The priorities are ranked in order; the lower the number, the higher the priority.*
Keeping Rates as Low as Possible	2.73	
Water for Business Uses	2.90	
Minimizing Costs	3.14	
Water for Lawns	5.14	
Water for Public Pools	5.52	
Water for Golf Courses & Parks	6.33	
Water for Private Pools	6.95	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	1	8.3%
Ban Outdoor Watering and Fine Violators	11	91.7%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**12**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
65%
City Should Not Act
0%
Too Quickly
0%
Just Right
35%


When Should Strategies Be Implemented?
100%
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
91.7%
Rates-Based Restrictions
8.3%
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%

COMMENTS

- Anyway we can get people to conserve water.

- Thank you! We appreciate the speaker coming to our neighborhood meeting - good way to keep us informed.

- Raise rates to reduce demand if usage is high for private users. Restrict usage by educating the public on usage. Do not feel that it is an option to not restrict any water usage. Feel water restrictions and cutbacks should be implemented to all. However, public parks and pools should be allowed a greater usage versus private party usage.

- Develop new sources. Manufacturers should develop conservation methods. Allow so many gallons per person in household at reasonable, minimal rates. Assign watering days. There are two of us and I have estimated drinking, cooing, showering, washing machine ,and toilets. Crazy to charge us $38.00 per month. Communicate in ways that are as inexpensive as possible.

- Educate the users.

- Do not raise rates to reduce demand. Failure to restrict usage is not an option.

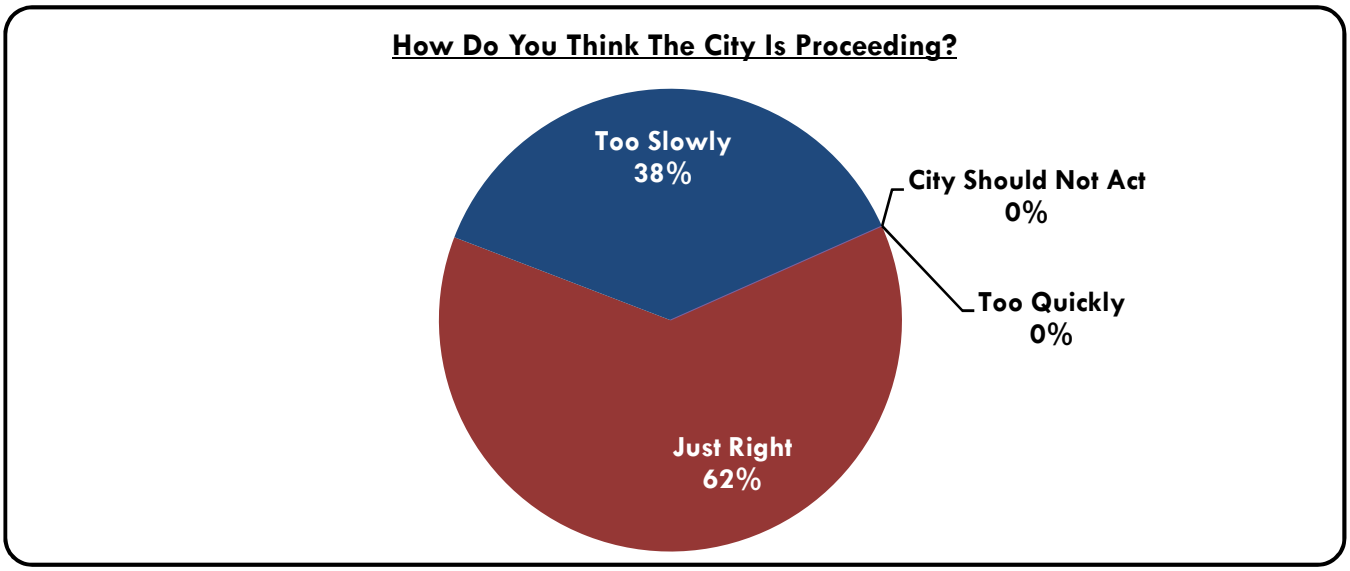
- How to enforce fines-based restrictions? Limit flushing in homes ("if it's yellow, let it mellow; if it's brown, flush it down). How old are your showerheads? Are they 2.5 gpm?

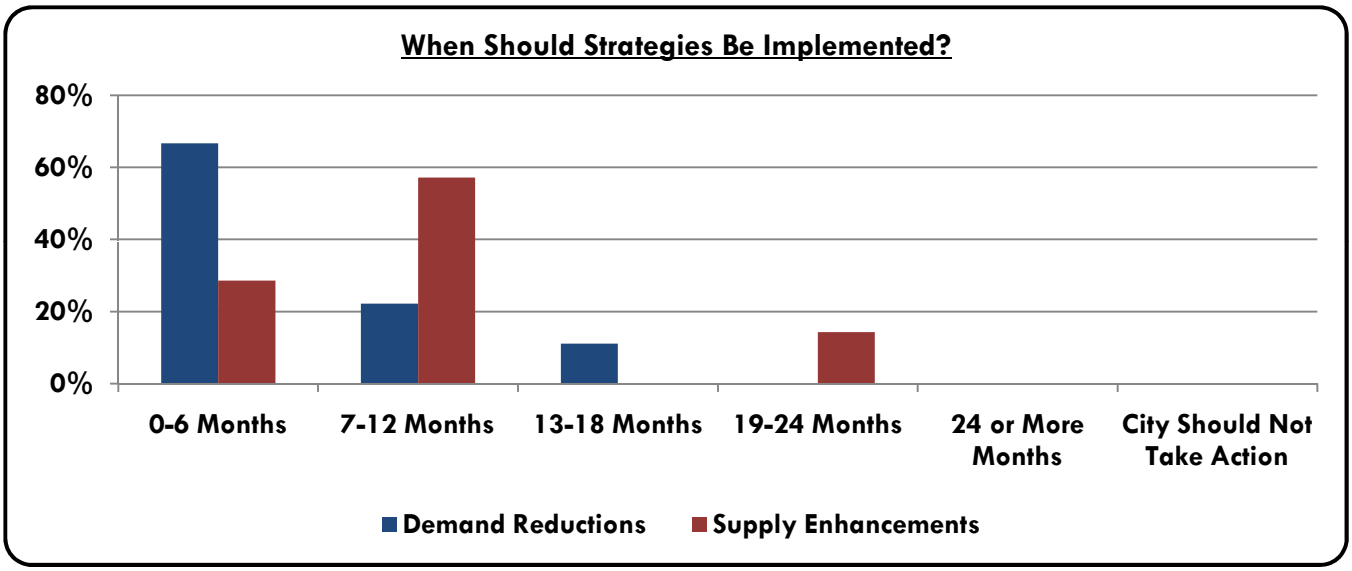
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	5	62.5%
Too Slowly	3	37.5%
City Should Not Act	0	0.0%
TOTAL	**8**	**100.0%**

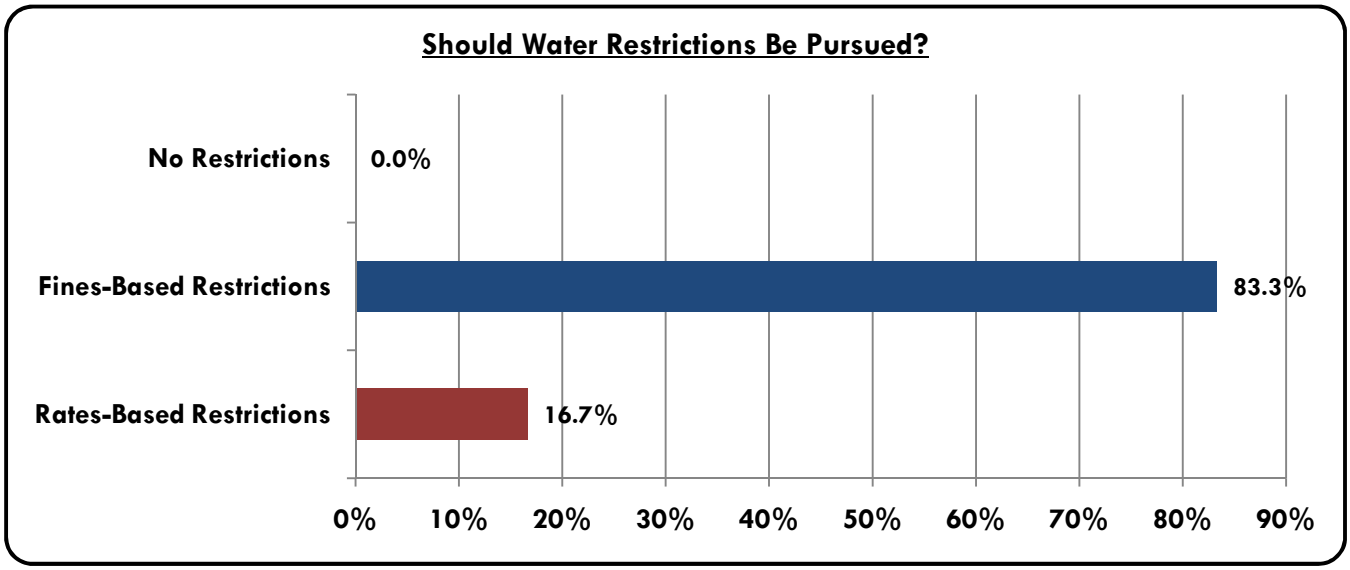
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	6	66.7%
7-12 Months	2	22.2%
13-18 Months	1	11.1%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**9**	**100.0%**
Supply Enhancement		
0-6 Months	2	28.6%
7-12 Months	4	57.1%
13-18 Months	0	0.0%
19-24 Months	1	14.3%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**7**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.89	*The priorities are ranked in order; the lower the number, the higher the priority.*
Keeping Rates as Low as Possible	2.13	
Water for Business Uses	4.88	
Minimizing Costs	3.38	
Water for Lawns	5.50	
Water for Public Pools	6.63	
Water for Golf Courses & Parks	7.38	
Water for Private Pools	7.25	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	1	16.7%
Ban Outdoor Watering and Fine Violators	5	83.3%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**6**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
38%
City Should Not Act
0%
Too Quickly
0%
Just Right
62%


When Should Strategies Be Implemented?
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
83.3%
Rates-Based Restrictions
16.7%
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%

COMMENTS

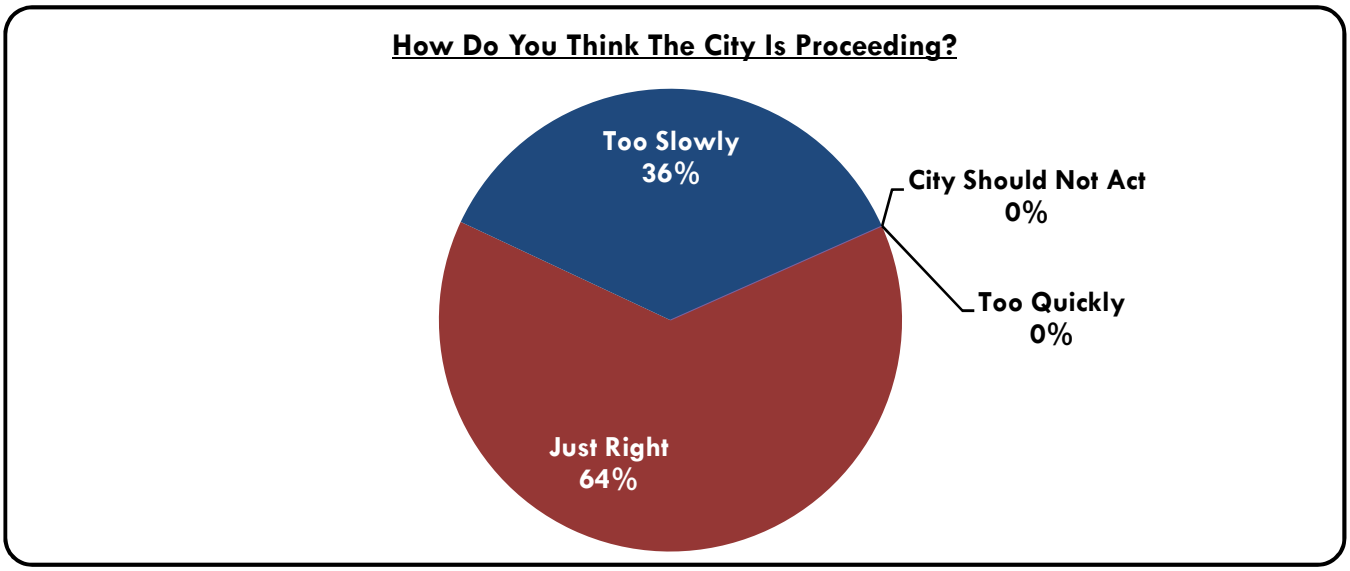
- Fining outdoor violators seems expensive and ineffective. Another ideas is using social norms to change behavior. There have been studies that show that communicating (eg, colored door hangers) that neighbors are staying within water restrictions actually causes people to reduce consumption. Social pressure - people care what others are doing and want to "fit in." Use gray water for industrial and outdoor uses.

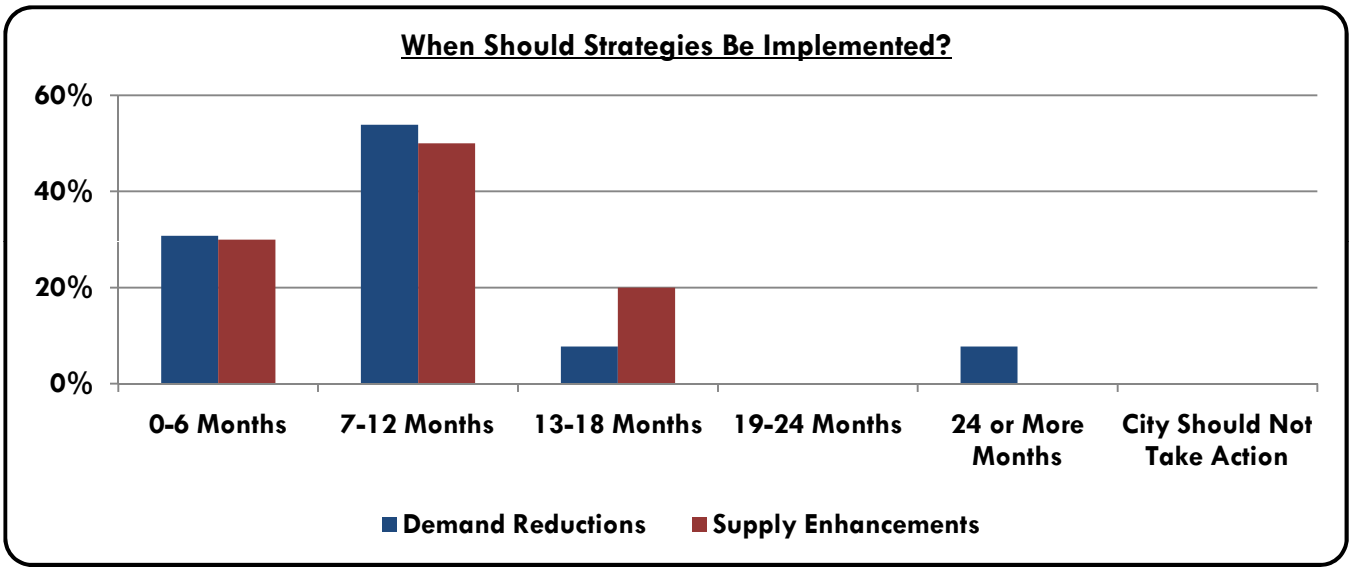
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	7	63.6%
Too Slowly	4	36.4%
City Should Not Act	0	0.0%
TOTAL	**11**	**100.0%**

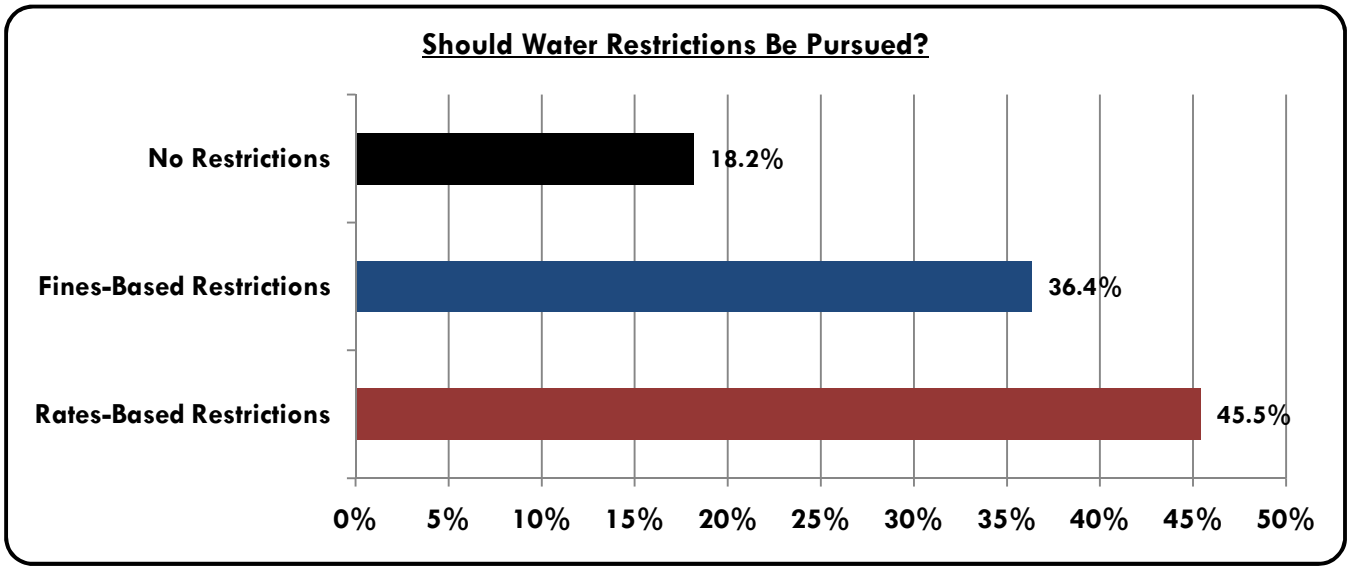
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	4	30.8%
7-12 Months	7	53.8%
13-18 Months	1	7.7%
19-24 Months	0	0.0%
24 or More Months	1	7.7%
City Should Not Take Action	0	0.0%
TOTAL	**13**	**100.0%**
Supply Enhancement		
0-6 Months	3	30.0%
7-12 Months	5	50.0%
13-18 Months	2	20.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**10**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	2.15	*The priorities are ranked in order; the lower the number, the higher the priority.*
Water for Business Uses	2.92	
Keeping Rates as Low as Possible	3.09	
Minimizing Costs	3.55	
Water for Lawns	5.18	
Water for Golf Courses & Parks	5.45	
Water for Public Pools	5.82	
Water for Private Pools	6.27	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	5	45.5%
Ban Outdoor Watering and Fine Violators	4	36.4%
Do Not Restrict Any Water Usage	2	18.2%
TOTAL	**11**	**100.0%**


How Do You Think The City Is Proceeding?
Too Slowly
36%
City Should Not Act
0%
Too Quickly
0%
Just Right
64%


When Should Strategies Be Implemented?
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
18.2%
Fines-Based Restrictions
36.4%
Rates-Based Restrictions
45.5%
0%
5%
10%
15%
20%
25%
30%
35%
40%
45%
50%

COMMENTS

- Offer rebates to replace toilets with low volume water toilets. Consider/research water conservation in other Midwest cities, including Tulsa, Enid, Oklahoma City, Hays, Garden City, etc. Rebate for replacement of fescue lawns (residential and business) into xeriscape or low water/drought tolerant lawns.

- Make Cheney Lake deeper! It is too shallow. We have a great opportunity right now to make it 10'-20' deeper by excavating 2/3 of the lake before it fills up again.

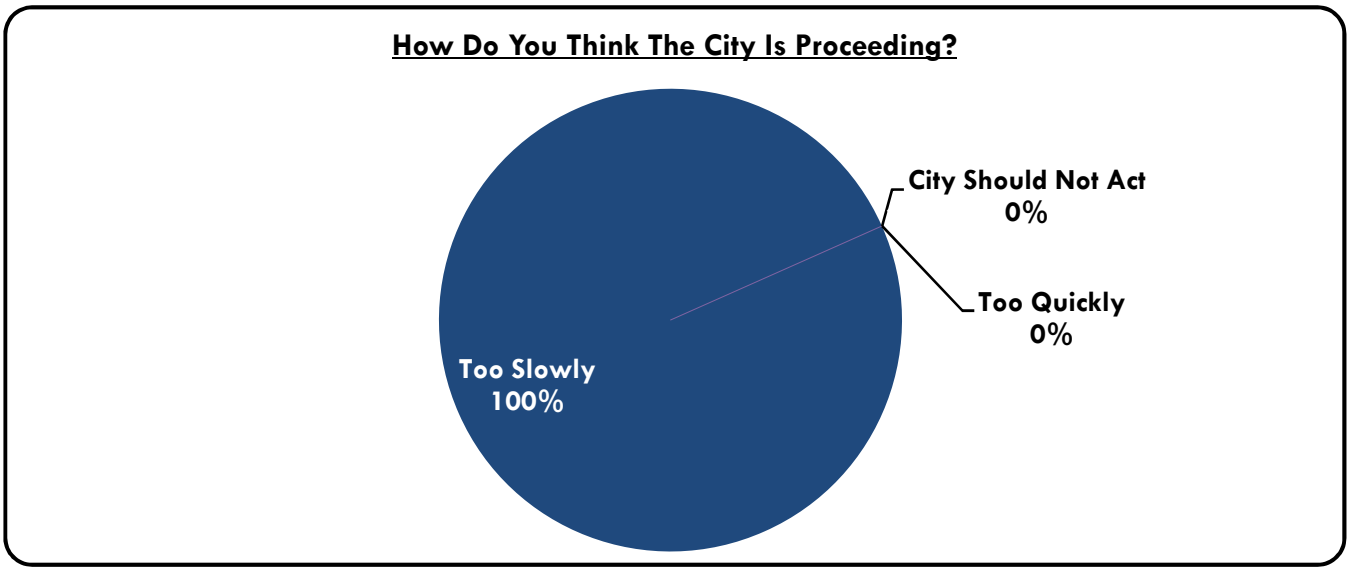
- Restrict water use but not by banning it.

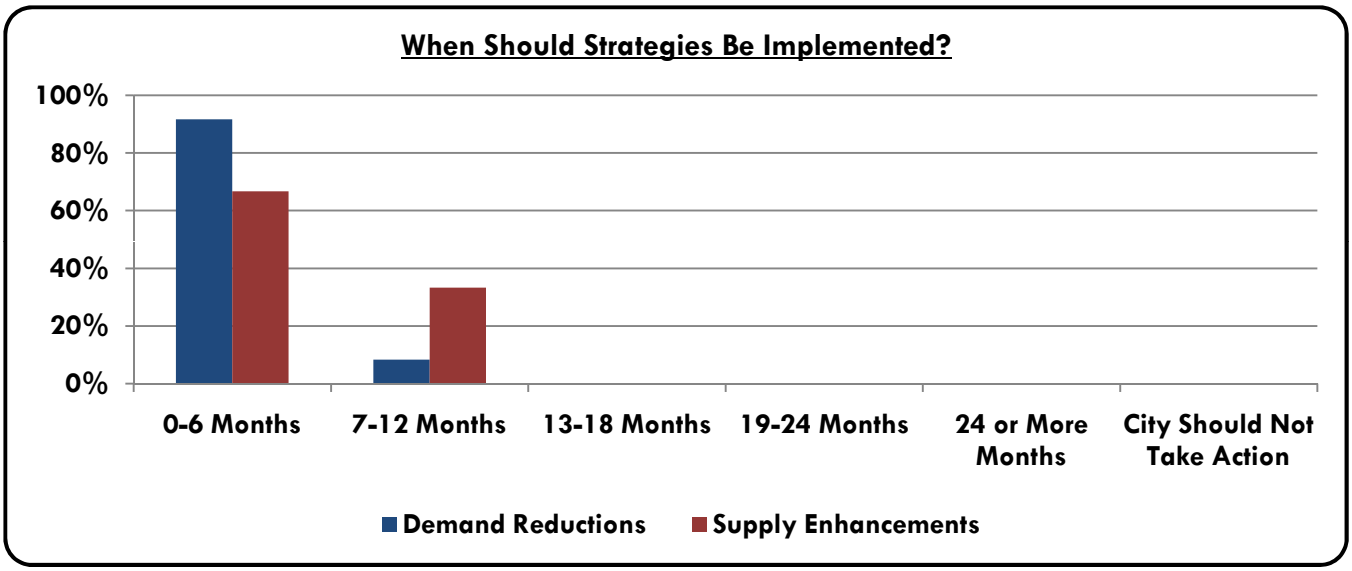
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	0	0.0%
Too Slowly	11	100.0%
City Should Not Act	0	0.0%
TOTAL	**11**	**100.0%**

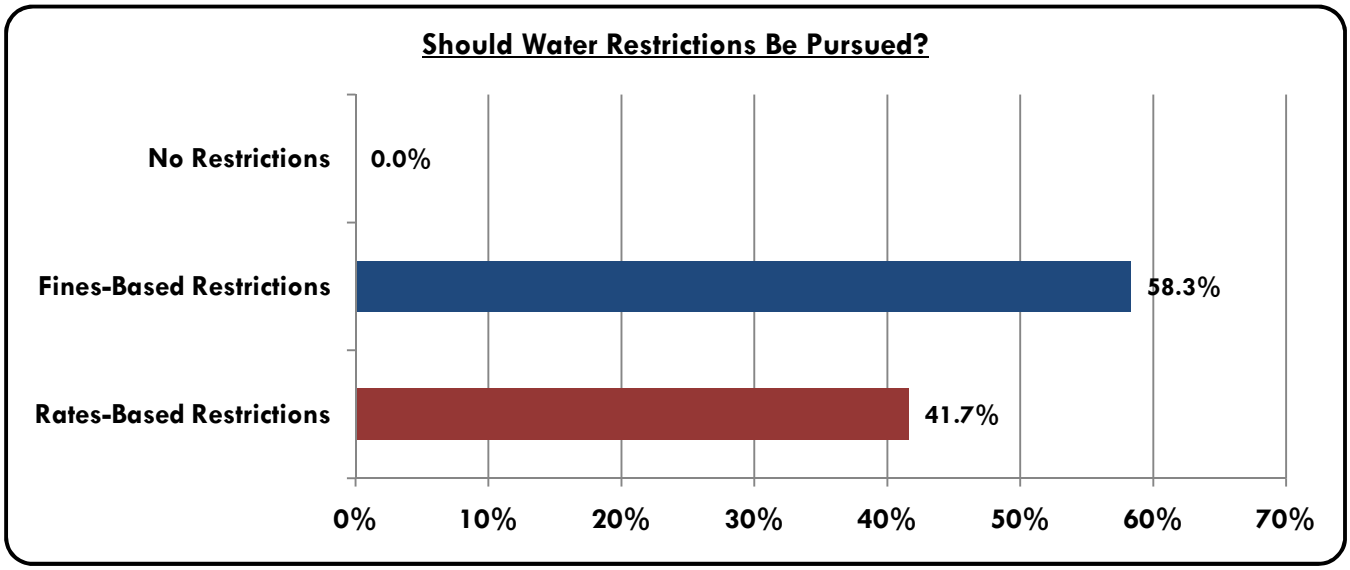
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	11	91.7%
7-12 Months	1	8.3%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**12**	**100.0%**
Supply Enhancement		
0-6 Months	8	66.7%
7-12 Months	4	33.3%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**12**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	2.36	*The priorities are ranked in order; the lower the number, the higher the priority.*
Minimizing Costs	4.10	
Water for Business Uses	4.20	
Keeping Rates as Low as Possible	4.40	
Water for Lawns	4.60	
Water for Public Pools	5.60	
Water for Golf Courses & Parks	6.40	
Water for Private Pools	6.40	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	5	41.7%
Ban Outdoor Watering and Fine Violators	7	58.3%
Do Not Restrict Any Water Usage	0	0.0%
TOTAL	**12**	**100.0%**


How Do You Think The City Is Proceeding?
City Should Not Act
0%
Too Quickly
0%
Too Slowly
100%


When Should Strategies Be Implemented?
100%
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
0.0%
Fines-Based Restrictions
58.3%
Rates-Based Restrictions
41.7%
0%
10%
20%
30%
40%
50%
60%
70%

COMMENTS

- At least make it expensive to use excessive amounts. Need to restrict somewhat.

- Desalinization plant should be started. It'll take many ears to talk, plan, pull permits to even get it started. Adopt Derby's irrigation sensor system. Recalculate tiers - because half of the house of 4 are at school flushing, drinking, washing from Dec - March (Tier 1: 110% AWC - $1.90 per 1,000 gallons. Tier 2: 111%-210% - $2.90 per 1,000 gallons. Tier 3: 211% - 310% AWC - $6.00 per 1,000 gallons. Tier 4: 311% and up AWC - $9.00 per 1,000 gallons).

- Education - kids to adults ask for water at restaurants. Require monitoring moisturizers on sprinkler systems.

- Provide more water education from children to adults. Make rain sensors mandatory. Recalculate Tier 2 and Tier 3 or create a Tier 4. Enforce charges with rates or fines. Water lawns only 1 day a

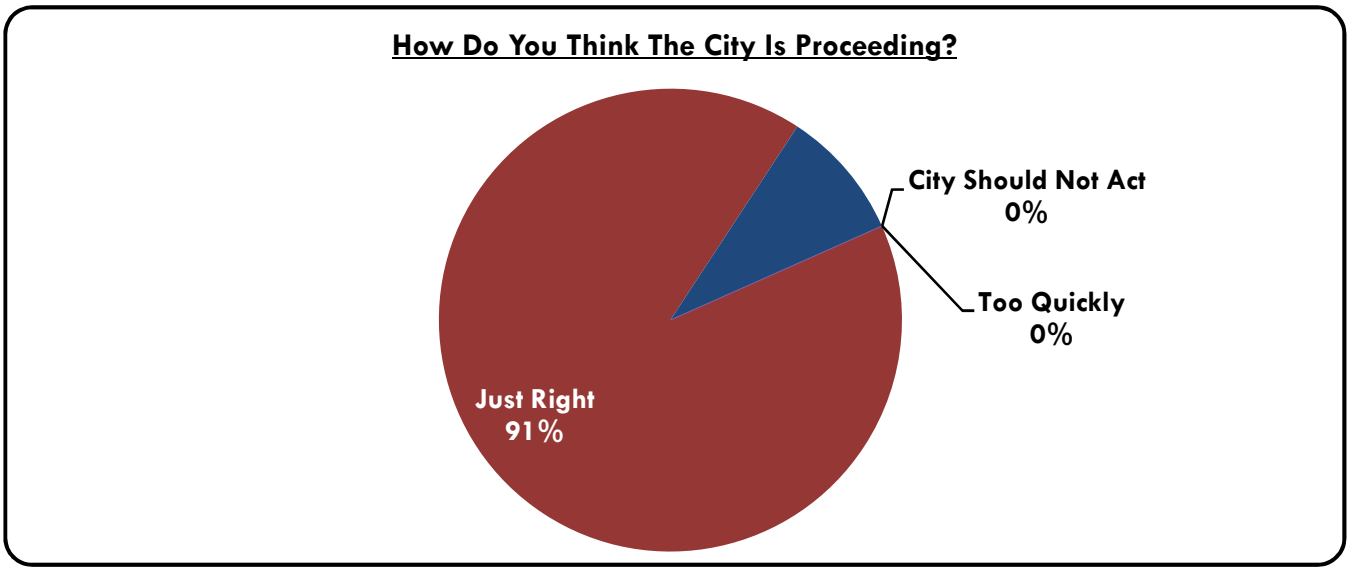
- Make progressive increases in rate tiers. December to March baseline consumption is probably as good as others. Establish limited days for any outside watering and enforce it on yards and golf courses. How do you limit those that plan to waste water in December through March periodically in order to reduce their Tier 2-3 rates? Encourage identification and conversion to ground cover rather than grasses. Start developing desalting systems now as it will be required in the future. Say no to any additional outlying users. Tax any new babies over two per couple.

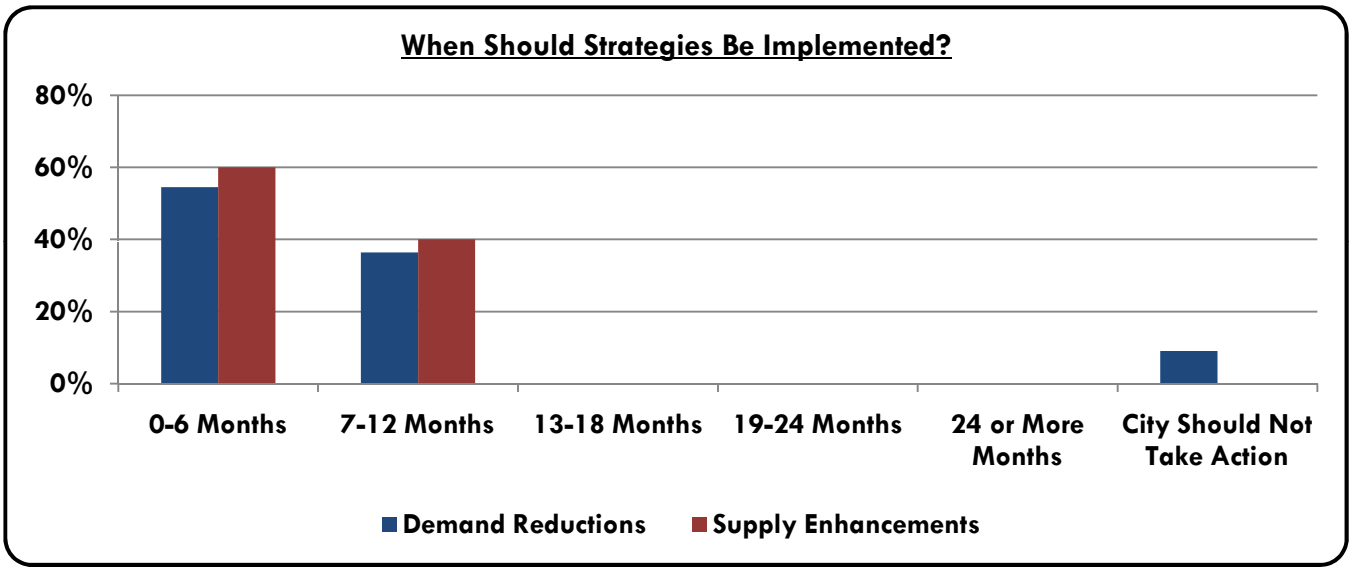
Q1: How Do You Think The City Is Proceeding?		
Too Quickly	0	0.0%
Just Right	10	90.9%
Too Slowly	1	9.1%
City Should Not Act	0	0.0%
TOTAL	**11**	**100.0%**

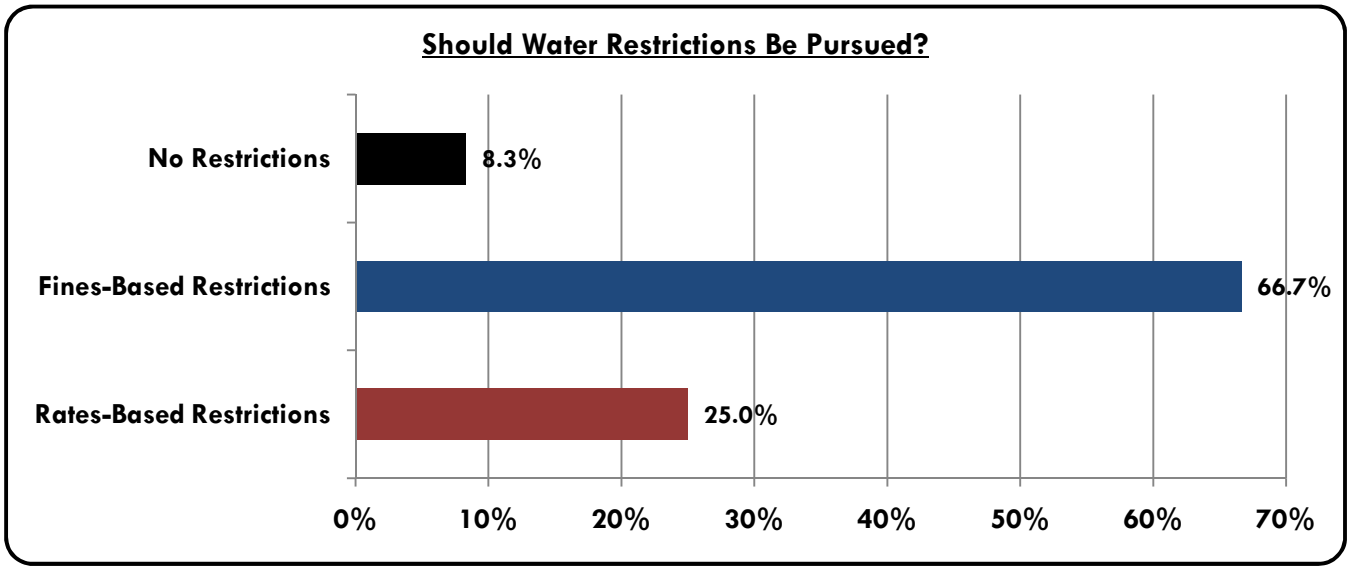
Q2: When Should Strategies Be Implemented?		
Demand Reductions		
0-6 Months	6	54.5%
7-12 Months	4	36.4%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	1	9.1%
TOTAL	**11**	**100.0%**
Supply Enhancement		
0-6 Months	6	60.0%
7-12 Months	4	40.0%
13-18 Months	0	0.0%
19-24 Months	0	0.0%
24 or More Months	0	0.0%
City Should Not Take Action	0	0.0%
TOTAL	**10**	**100.0%**

Q3: What Are Your Priorities?		
Water for Indoor Uses	1.18	*The priorities are ranked in order; the lower the number, the higher the priority.*
Minimizing Costs	3.09	
Keeping Rates as Low as Possible	3.64	
Water for Business Uses	3.64	
Water for Lawns	4.91	
Water for Public Pools	5.73	
Water for Golf Courses & Parks	6.09	
Water for Private Pools	6.73	

Q4: Should Water Restrictions Be Pursued?		
Raise Rates to Make it Too Expensive to Water Outdoors	3	25.0%
Ban Outdoor Watering and Fine Violators	8	66.7%
Do Not Restrict Any Water Usage	1	8.3%
TOTAL	**12**	**100.0%**


How Do You Think The City Is Proceeding?
City Should Not Act
0%
Too Quickly
0%
Just Right
91%


When Should Strategies Be Implemented?
80%
60%
40%
20%
0%
0-6 Months
7-12 Months
13-18 Months
19-24 Months
24 or More Months
City Should Not Take Action
Demand Reductions
Supply Enhancements


Should Water Restrictions Be Pursued?
No Restrictions
8.3%
Fines-Based Restrictions
66.7%
Rates-Based Restrictions
25.0%
0%
10%
20%
30%
40%
50%
60%
70%

COMMENTS

- Restrict water on odd/even days, based on address.

- Raise rates but not prohibit watering unless emergency.

Idea	Votes	Type	Group	Theme
Recycle wastewater	26	Supply Enhancement	District 5	Effluent Re-Use
Capture all stormwater runoff, especially from the Canal Rte	19	Supply Enhancement	District 6	Capture Stormwater
Conservation materials, especially for irrigation education	19	Demand Reduction	District 5	Publicize Conservation
Prohibit HOA covenants on watering requirements	19	Demand Reduction	District 5	Regulate Conservation
Marketing campaign that starts in the schools	17	Demand Reduction	District 5	Publicize Conservation
Offer rebates for replacing with low-flow devices	16	Demand Reduction	District 5	Incentivize Conservation
Use existing water rights held by wholesale customers	16	Supply Enhancement	Focus Group	New Supply
Long range planning for sustainability	15	Supply Enhancement	District 3	Miscellaneous
Re-use sewer effluent	14	Supply Enhancement	District 2	Effluent Re-Use
Reuse sewer effluent	14	Supply Enhancement	District 4	Effluent Re-Use
Ration water	14	Demand Reduction	District 5	Water Restrictions
Native plants and landscaping	13	Demand Reduction	District 3	Publicize Conservation
Do a better job of promoting conservation	13	Demand Reduction	District 6	Publicize Conservation
Control over-watering and regulate irrigation waste	13	Demand Reduction	District 4	Regulate Conservation
Take immediate action	13	Demand Reduction	District 6	Water Restrictions
Incentives to retro-fit low-flush toilets	12	Demand Reduction	District 6	Incentivize Conservation
Use smart controllers for irrigation, including rain gauges	12	Demand Reduction	District 5	Publicize Conservation
Act now to cut back voluntarily on outdoor usage	12	Demand Reduction	Focus Group	Publicize Conservation
Mandatory restrictions	12	Demand Reduction	District 6	Water Restrictions
Look at gray water for irrigation	11	Supply Enhancement	District 3	Effluent Re-Use
City offers rebates/vouchers for low flow appliances and fixtures	11	Demand Reduction	District 4	Incentivize Conservation
Incentivize/require smart sensors	11	Demand Reduction	District 6	Incentivize Conservation
More public education	11	Demand Reduction	District 6	Publicize Conservation
City needs to set an example with its usage	11	Demand Reduction	District 5	Regulate Conservation
Implement water restrictions now	11	Demand Reduction	District 1	Water Restrictions
Re-use wastewater effluent	10	Supply Enhancement	Focus Group	Effluent Re-Use
Turf conditioning	10	Demand Reduction	District 5	Publicize Conservation
Require sensors on new irrigation; incentives for existing	10	Demand Reduction	District 2	Regulate Conservation
Require warm season grasses	10	Demand Reduction	District 2	Regulate Conservation
Regulate irrigation systems	10	Demand Reduction	Focus Group	Regulate Conservation
Reduce lawn watering	10	Demand Reduction	District 3	Water Restrictions
Water restrictions on certain days only	10	Demand Reduction	District 3	Water Restrictions
Rebates for replacing landscape with drought-tolerant plantings	9	Demand Reduction	District 4	Incentivize Conservation
More public education on climate, landscape, and xeriscape	9	Demand Reduction	District 2	Publicize Conservation
Media and public education	9	Demand Reduction	District 3	Publicize Conservation

Idea	Votes	Type	Group	Theme
Regional education on conservation	9	Demand Reduction	District 4	Publicize Conservation
Impactful messaging in Public Service Announcements	9	Demand Reduction	District 4	Publicize Conservation
Rain collection and rain barrels	9	Supply Enhancement	District 4	Publicize Conservation
Landscaping that uses less water	9	Demand Reduction	District 5	Publicize Conservation
Update City water lines to repair leaks	9	Supply Enhancement	District 2	Regulate Conservation
Tax private pools and irrigation systems	9	Demand Reduction	District 4	Regulate Conservation
Change zoning and requirements to drive conservation	9	Demand Reduction	Focus Group	Regulate Conservation
Same restrictions apply to businesses and residents	9	Demand Reduction	District 1	Water Restrictions
Share in the restrictions - everybody and everyone	9	Demand Reduction	District 3	Water Restrictions
Utilize stormwater runoff from houses	8	Supply Enhancement	District 6	Capture Stormwater
Re-use gray water	8	Demand Reduction	District 2	Effluent Re-Use
Rebates for high efficiency appliances and toilets	8	Demand Reduction	District 2	Incentivize Conservation
Educate public on conservation	8	Demand Reduction	District 1	Publicize Conservation
Encourage cisterns, rain barrels, and rain capture systems	8	Supply Enhancement	District 2	Publicize Conservation
Better job of educating the public	8	Demand Reduction	District 4	Publicize Conservation
Study building a new reservoir for economic development	8	Supply Enhancement	District 1	New Reservoir
Modify wellfield by drilling deeper wells	8	Supply Enhancement	Focus Group	New Supply
Re-use treated groundwater	8	Supply Enhancement	Focus Group	New Supply
Pipeline from El Dorado Lake	8	Supply Enhancement	District 2	Pipeline to El Dorado
Residential irrigation restrictions	8	Demand Reduction	Focus Group	Water Restrictions
Raise rates to force reductions if voluntary program fails	8	Demand Reduction	Focus Group	Water Restrictions
Enact mandatory restrictions now	8	Demand Reduction	Focus Group	Water Restrictions
Build new reservoir	8	Supply Enhancement	Focus Group	New Reservoir
Capture and use rain water	7	Supply Enhancement	Focus Group	Capture Stormwater
Public wastewater reuse	7	Supply Enhancement	District 1	Effluent Re-Use
Incentive to install wells	7	Demand Reduction	District 6	Incentivize Conservation
Incentives and rebates for conservation	7	Demand Reduction	Focus Group	Incentivize Conservation
Educate on the sense of urgency	7	Demand Reduction	District 3	Publicize Conservation
El Dorado Lake distribution system	7	Supply Enhancement	District 1	Pipeline to El Dorado
Stop automatically serving water in restaurants	7	Demand Reduction	District 3	Regulate Conservation
City ordinance prohibiting HOA from requiring fescue lawns	7	Demand Reduction	Focus Group	Regulate Conservation
Rules on public water should apply to well users too	7	Demand Reduction	District 3	Water Restrictions
Raise water rates	7	Demand Reduction	District 6	Water Restrictions
Re-use gray water	7	Supply Enhancement	Focus Group	Effluent Re-Use
Build long-distance pipeline to new water source	7	Supply Enhancement	Focus Group	New Supply

Idea	Votes	Type	Group	Theme
Capture stormwater	6	Demand Reduction	District 6	Capture Stormwater
Offer rebates for more efficient appliances and devices	6	Demand Reduction	District 1	Incentivize Conservation
Rebates for rain sensors on irrigation systems	6	Demand Reduction	District 3	Incentivize Conservation
Plant more trees	6	Supply Enhancement	District 5	Publicize Conservation
Tap into wholesale users' water rights	6	Supply Enhancement	District 6	New Supply
Require low flow devices on all new construction and remodels	6	Demand Reduction	District 1	Regulate Conservation
Moratorium on building permits	6	Demand Reduction	District 2	Regulate Conservation
Limit what's planted in medians	6	Demand Reduction	District 4	Regulate Conservation
Include private well restrictions	6	Demand Reduction	District 1	Water Restrictions
Increase rates	6	Demand Reduction	District 2	Water Restrictions
Water rationing - public supply and wells	6	Demand Reduction	District 2	Water Restrictions
Raise rates on golf course water	6	Demand Reduction	District 4	Water Restrictions
Plant drought-tolerant grasses	6	Demand Reduction	Focus Group	Publicize Conservation
Capture Big Ditch rain water	5	Supply Enhancement	Focus Group	Capture Stormwater
Re-use sewage effluent	5	Supply Enhancement	District 6	Effluent Re-Use
Re-use sewer effluent for potable uses	5	Supply Enhancement	Focus Group	Effluent Re-Use
Require and rebate rain sensors on irrigation systems	5	Demand Reduction	District 1	Incentivize Conservation
Incentives for rain gardens, green roofs, etc.	5	Demand Reduction	Focus Group	Incentivize Conservation
City conservation	5	Demand Reduction	District 2	Publicize Conservation
Use composting toilets	5	Demand Reduction	District 3	Publicize Conservation
Use different types of turf	5	Demand Reduction	Focus Group	Publicize Conservation
El Dorado Lake water	5	Supply Enhancement	District 5	Pipeline to El Dorado
City cuts back its own use	5	Demand Reduction	District 6	Regulate Conservation
Require car washes to recycle water	5	Demand Reduction	District 6	Regulate Conservation
Require smart sensors for irrigation systems	5	Demand Reduction	Focus Group	Regulate Conservation
Increase price to reduce use	5	Demand Reduction	District 3	Water Restrictions
Restrict irrigation at WSU and golf courses	5	Demand Reduction	District 6	Water Restrictions
Install smart sensors on irrigation systems	5	Demand Reduction	Focus Group	Incentivize Conservation
Ban private wells	5	Demand Reduction	Focus Group	Regulate Conservation
Implement odd/even watering days	5	Demand Reduction	Focus Group	Water Restrictions
Prohibit new sprinkler systems	5	Demand Reduction	Focus Group	Regulate Conservation
Re-use sewer effluent for irrigation	4	Supply Enhancement	Focus Group	Effluent Re-Use
Incentive for residential gray water re-use	4	Demand Reduction	District 6	Incentivize Conservation
Private gray water re-use	4	Supply Enhancement	District 1	Publicize Conservation
Install low flow heads on faucets and efficient washers	4	Demand Reduction	District 3	Publicize Conservation

Idea	Votes	Type	Group	Theme
Educate and promote xeriscaping	4	Demand Reduction	District 6	Publicize Conservation
Switch the 60/40 balance from Cheney to the Equus Beds	4	Supply Enhancement	District 3	New Supply
Use 60% Equus Beds water and 40% Cheney water	4	Supply Enhancement	District 5	New Supply
License irrigation companies to program for conservation	4	Demand Reduction	District 2	Regulate Conservation
Implement odd-even watering schedule	4	Demand Reduction	District 1	Water Restrictions
Penalize users at higher rate tiers	4	Demand Reduction	District 5	Water Restrictions
Apply restrictions to wells	4	Demand Reduction	Focus Group	Regulate Conservation
Provide incentives for new private wells	4	Supply Enhancement	Focus Group	New Supply
Xeriscaping	3	Demand Reduction	District 1	Publicize Conservation
More conservation education	3	Demand Reduction	District 2	Publicize Conservation
Conservation methods: rain barrels	3	Supply Enhancement	District 5	Publicize Conservation
Educate on planting and maintaining warm season turf	3	Demand Reduction	Focus Group	Publicize Conservation
Marketing and education on water conservation	3	Demand Reduction	Focus Group	Publicize Conservation
Educate on impact of population growth	3	Demand Reduction	District 4	Miscellaneous
Restrict opening the Equus Beds	3	Demand Reduction	District 5	Miscellaneous
Build new reservoir	3	Supply Enhancement	District 2	New Reservoir
Build an additional reservoir	3	Supply Enhancement	District 5	New Reservoir
Dredge Cheney Lake	3	Supply Enhancement	District 2	New Supply
Include flapper-less toilets	3	Demand Reduction	District 2	Regulate Conservation
No clay fill for yard soil	3	Demand Reduction	District 2	Regulate Conservation
Require low-flow devices in new construction	3	Demand Reduction	District 5	Regulate Conservation
Restrict aquatics parks	3	Demand Reduction	District 6	Regulate Conservation
Raise rates on tiers 2 and 3	3	Demand Reduction	Focus Group	Water Restrictions
Charge high fee for filling ponds	3	Demand Reduction	Focus Group	Water Restrictions
Prevent over-irrigation by businesses	3	Demand Reduction	Focus Group	Water Restrictions
Increase use of rain barrels	2	Demand Reduction	District 3	Publicize Conservation
Effective water supply planning by a single department	2	Supply Enhancement	District 2	Miscellaneous
Find another supply or reservoir	2	Supply Enhancement	District 4	New Reservoir
Utilize shallow aquifer	2	Supply Enhancement	District 2	New Supply
Create new supply	2	Supply Enhancement	District 2	New Supply
Look for additional groundwater and surface water sources	2	Supply Enhancement	District 3	New Supply
Contaminated groundwater cleanup	2	Supply Enhancement	District 5	New Supply
Utilize sandpits in west Wichita for water	2	Supply Enhancement	District 6	New Supply
Change codes to require re-use for irrigation	2	Demand Reduction	District 1	Regulate Conservation
Don't provide water in restaurants unless requested	2	Demand Reduction	District 2	Regulate Conservation

Idea	Votes	Type	Group	Theme
Limit public fountains	2	Demand Reduction	District 2	Regulate Conservation
Include private well conservation	2	Demand Reduction	District 4	Regulate Conservation
City and businesses install smart irrigation sensors	2	Demand Reduction	District 6	Regulate Conservation
Get rid of flush toilets	2	Demand Reduction	District 6	Regulate Conservation
Eliminate City of Wichita watering	2	Demand Reduction	Focus Group	Water Restrictions
Capture rain water	2	Supply Enhancement	Focus Group	Capture Stormwater
Cash incentives for businesses to increase rainfall storage	1	Supply Enhancement	Focus Group	Capture Stormwater
Build a purple pipe system for re-use	1	Demand Reduction	District 1	Effluent Re-Use
Give away shower restrictors	1	Demand Reduction	District 5	Incentivize Conservation
Offer rebates to install rock yards	1	Demand Reduction	Focus Group	Incentivize Conservation
Let yards go dormant	1	Demand Reduction	District 2	Publicize Conservation
Ideas for conservation	1	Demand Reduction	District 5	Publicize Conservation
Engage in water supply policy across state boundaries	1	Supply Enhancement	District 4	Miscellaneous
Tax sandpits for evaporation	1	Demand Reduction	District 6	Miscellaneous
Temporary/emergency pipeline to other reservoir	1	Supply Enhancement	District 1	New Reservoir
Encourage drilling private wells	1	Supply Enhancement	District 1	New Supply
Dredge Cheney Lake	1	Supply Enhancement	District 4	New Supply
Utilize shallow aquifer	1	Supply Enhancement	District 4	New Supply
Cash incentives for car wash water reclamation systems	1	Supply Enhancement	Focus Group	New Supply
Do nothing	1	Demand Reduction	District 1	No Action
Do nothing	1	Supply Enhancement	District 5	No Action
Consider El Dorado Lake water	1	Supply Enhancement	District 3	Pipeline to El Dorado
Pipe from El Dorado Lake	1	Supply Enhancement	District 4	Pipeline to El Dorado
Restrict filling ponds	1	Demand Reduction	District 2	Regulate Conservation
Install auto-shutoffs on water meters for leaks	1	Demand Reduction	District 6	Regulate Conservation
Stricter regulations on private wells	1	Demand Reduction	Focus Group	Regulate Conservation
Install pressure reducers on meters	1	Demand Reduction	Focus Group	Water Restrictions

The following are drought mitigation strategies that were not submitted through the community meetings, focus groups, or *Activate-Wichita* site. As such, none were part of the prioritization exercises that each of the groups conducted.

1) Use the water conservation program enacted by Hays, Kansas as a model for what the City of Wichita should pursue.

2) I suggest that our local Neighborhood Associations stop making people keep their yards watered and mowed.

   In many states back east, Neighborhood Associations now have home owners and renters spray their yards with green paint, to make them look good, instead of watering them.

   Watering yards, is where lots of our Wichita water supply goes. Perhaps we should take the example of New York State and just have people spray their yards with green paint!

   Also lots of water runs down the sidewalks from people not putting edging down around their flower beds and vegetable gardens.

   To save lots of water, I personally put black plastic, solid edging, around all my plants, both at the community garden and here at my apartment. It is easier to keep plants watered and not have the excess run down into the storm drains, while I'm trying to get enough moisture to sink into the ground around my plants. I did that last fall, here in my apartment flower beds. This spring, I put that black plastic edging around my plot at the Community Garden.

   Also I suggest people don't spray their yards with sprinklers, on hot windy days. Most of what is coming out of their sprinkler is just evaporating into the air.

3) While traveling in Georgia this last March I notice some Water Conservation flyers in Waycross Ga. Point your browser to http://www.conservewatergeorgia.net/documents/indiv_indoorTips.html for some interesting data and solutions.

4) I am disappointed about the planning department's serious lack of foresight or ignorance or both of the need to recognize the burgeoning signs of lack of available water resources over the past 10 years. The signs have been everywhere: farm reports for years have bemoaned the drop in accessible water for cultivation, much deeper wells required for safe water.

As a humble taxpayer, I was keenly aware of the water problem YEARS AGO! All I had to do is glance periodically at the level of my pond to see that, since I moved in during 1984, the pond has **steadily dropped 8 feet. 8 feet translates to acre feet nearly everywhere in Kansas** and should be a very simple measuring stick for ANY city planner who takes the job seriously and uses half the common sense that God gave geese. Dry farm ponds, dropping levels in landscape ponds for neighborhood clusters, a major river filled with more weeds than water. The Water Table is lower than ever and dropping!

The City of Wichita was performing at the TOP of their game by designing and installing an injection system of river water into the aquifer. That was the "pure quil" of preparation. Against the naysayers, you made a good move on preserving water resources. Thank you!

Do what you have to do to alter the disaster! I wholly agree with whatever the City decides to do to help save our critical water resources!

1. **Raise water charges** for residences! YES!
2. **Raise/Maintain water current charges** for businesses! YES!
3. **Resurrect the CLASSES** at the County Extension hall advising residents AND businesses on **ZEROSCAPE** landscaping that require little or no water and are already acclimated to this zone and are already drought tolerant! YES!

There are a HOST of plants that, while they may not be as spectacular, will permit residents AND businesses to reduce water maintenance for plantings.

Very shortly, without SERIOUS proactive commitments, Kansas will qualify as an additional adjunct of the Great American Basin...not a good thing.

5) Here are some thoughts:
1. Start providing/giveaway **restrictor valves** for shower heads used in most large cities.
2. Hammer home in public ads the necessity for PUBLIC AND POLICE to **REPORT** abandoned buildings/residences in order to inspect meters to detect leaking/running water at meter or in hidden pools in basements and

yards.
3. Immediately implement **Alternate Day Water Usage** for (combined) lawn & car washing.
4. **Identify high rate usage** customers and **implement proportionately higher rate hikes.**
5. Immediately implement a Public Campaign to endorse drought-tolerant **Zeroscape plantings** for landscaping.
6. Institute a **moratorium on** large **new housing developments,** PARTICULARLY if designed with personal swimming pools **or artificial pondscapes** dug from community area...(sand dredge ponds not included.)
7. **Promote educational classes** in Zeroscape landscaping similar to County Extension Office seminars.
8. **Raise water rates**!....the last and most effective means to focus on a CRITICAL, DECLINING RESOURCE!

Our Warning is already over 30 years old. Those who ascribe to "I'll pay extra, and I want mine right now" theory are flying an airplane with no landing gear.

If nothing else, please pay very close attention to this:
The Water Table has continued to decline....those slight blips in a seemingly adequate supply are only HESITATIONS in a profound decline!
Fewer artesian wells are evident. Wells for water anywhere in Kansas must be drilled much deeper than 10 or 20 years ago.
(Here's a real terror of a thought to ponder: where do we turn if a pipeline spills just a LITTLE oil that penetrates into the Equus Beds?)

The snowmass in the mountains have reflected declines....what do you think supplies the aquifer?....aquifer flow is over thousands of years, not a single year.

Your charts pointed up serious challenges in the 2014 and the 2021 time periods, based on no action. Population growth is inevitable...water is fixed.
Unfortunately, population pressure from growth WILL outstrip your best plans. Without implementing all or most of the above, the city of Wichita of the future along the infamous Route 50 may find itself a severely decimated casualty located much **CLOSER** to the **MIDDLE** of the Great American Basin Desert.

Sound dire? Nope. Actually, it's a pretty ugly picture of eventual life/strife after 2021, which is not really that far away.

Pay for it now, or pay dearly later...**IF** water is still available at ANY price. (I was convinced long ago that it's too late to buy insurance while you're in th' middle of having a accident.)

6) I was unable to attend the public meetings on water strategy, but would like to share my comments now. During my over 40 years in the water industry I was involved in several droughts as a part of the management team. Because of this experience I participated in a training video produced by American Water Works Association (AWWA). Based on this experience it appears that all strategies such reviewing future forecasts, switching to the most reliable sources and public notification has been done. The only reliable strategy left at this time is mandatory water restrictions and without delay. These restrictions can always be relaxed, but the water resources lost by not doing this cannot be reclaimed. While this action does have financial implications, it must be remembered that a water utility's first responsibility is providing reliable service and protecting its customers and not generating revenue.

   I was glad to see in recent articles that you now see that conservation is a viable option for the future. I have attached a copy of the letter to editor that I wrote recently that provides some of my ideas for Wichita's future water supply. I would recommend that the American Water Works Association (AWWA) be used as a resource for conservation efforts. AWWA has a Conservation Division that has many resources, guidance and technical presentations. I would also recommend that personal be sent to the AWWA conference in Denver in June for some of these presentations. I also have several colleagues that are involved with conservation efforts nationwide. One of these is Mary Ann Dickenson, President and CEO of Alliance for Water Efficiency, who I could probably have come here to do a presentation for the council. I would also urge caution in spending any funds on additional sources of supply. The ASR is still a valid LONG term solution as confirmed by the HDR study and there should not be undo panic due to the current weather patterns.

   I would also suggest that a task force be created with city officials, citizens and conservation consultants. I would be willing to serve on this task force. I have other ideas I would be willing to share if interested.

7) 1) There should be a permanent drought plan in place. When a drought occurs no one should be surprised by the steps that are taken. The conservation steps should already be defined as well as the events that trigger those steps.

   2) Use the U.S. Drought Monitor to define the conditions that will trigger the

conservation steps that Wichita will make. For each level of drought, appropriate responses should be taken:

D0 ... Abnormally Dry
D1 ... Moderate Drought
D2 ... Severe Drought
D3 ... Extreme Drought
D4 ... Exceptional Drought

The challenge is determining what steps to take at each level. I would think a water rate increase to encourage conservation should occur by drought level 4 (D4) if not earlier. As the drought level drops, the water rates would return to a normal level.

Perhaps landscape watering restrictions should be a part of the Severe Drought level (D2).

The drought contingency plan should help us avoid short term water shortages while long-range planning continues on the bigger problem of having adequate water for future population growth.

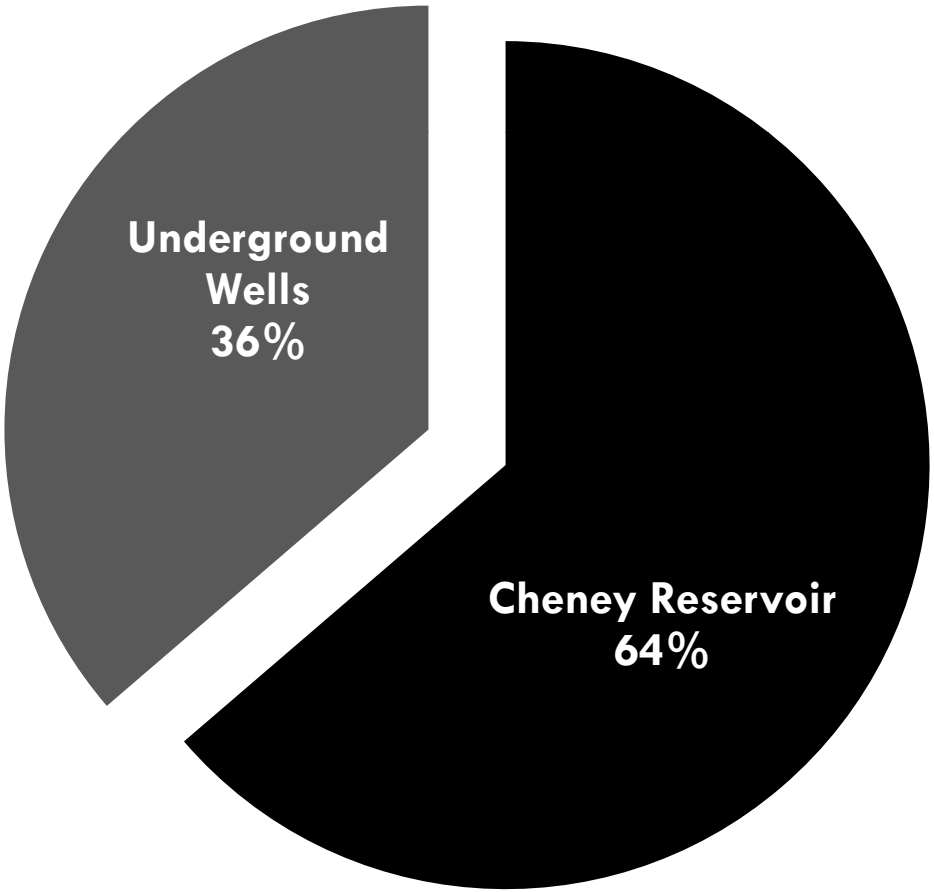
8) I'm hoping you are considering consulting with the Sierra Club here in the city and with the Lake Afton Public Observatory. I've heard them speak and think you all have ideas to consider that are worthwhile.

DROUGHT PLANNING

CITY OF WICHITA

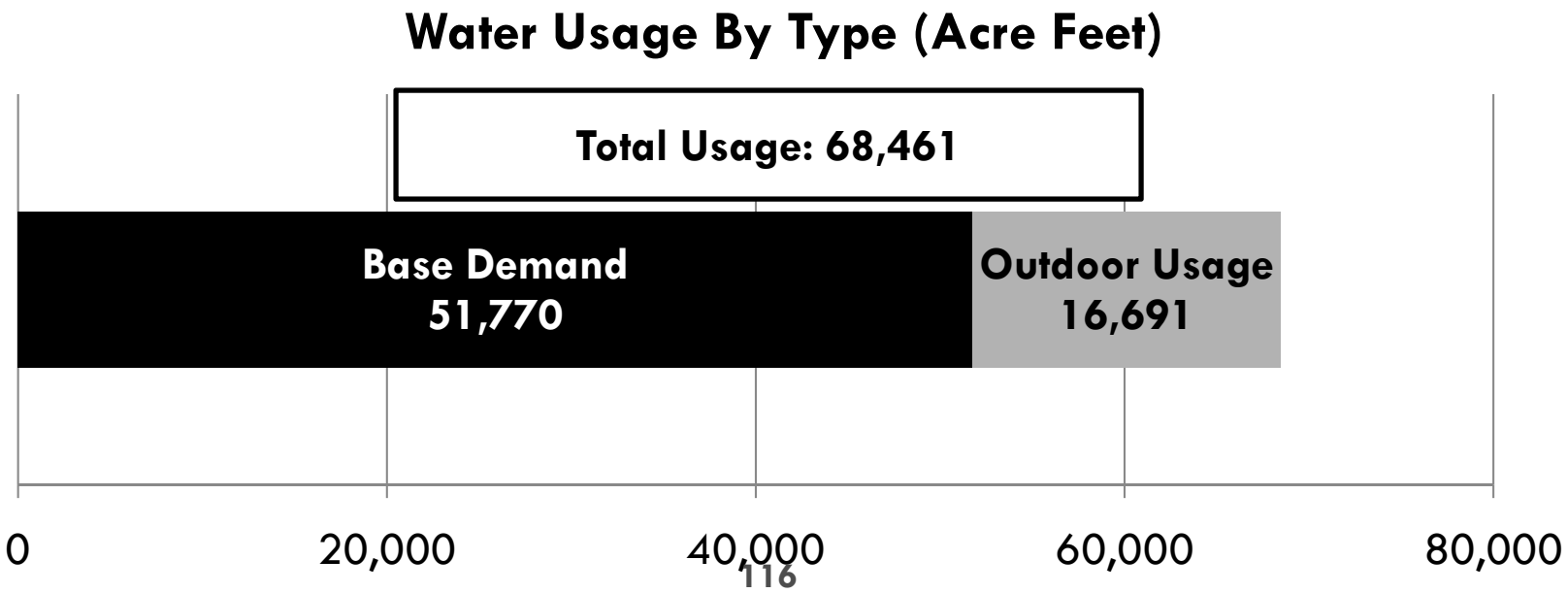
Where Is Our Water?

Water Supply Sources

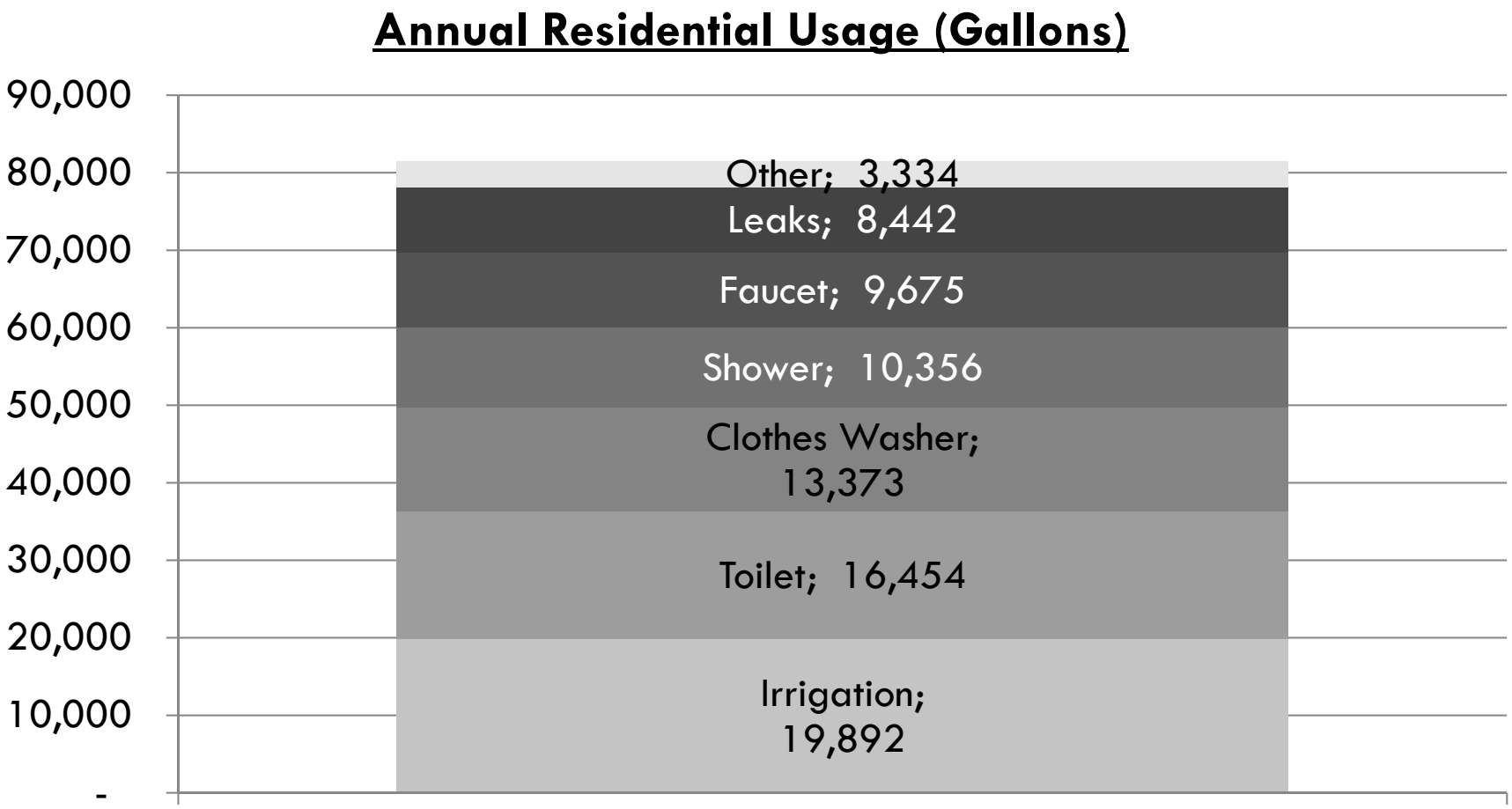


Where Does Our Water Go?

Use	Percentage
Residential Base Demand	35.4%
Business Base Demand	24.0%
Wholesale Base Demand	6.0%
Outdoor/Summer Usage	24.4%
Other (Leaks, Utility Uses, Etc)	10.2%

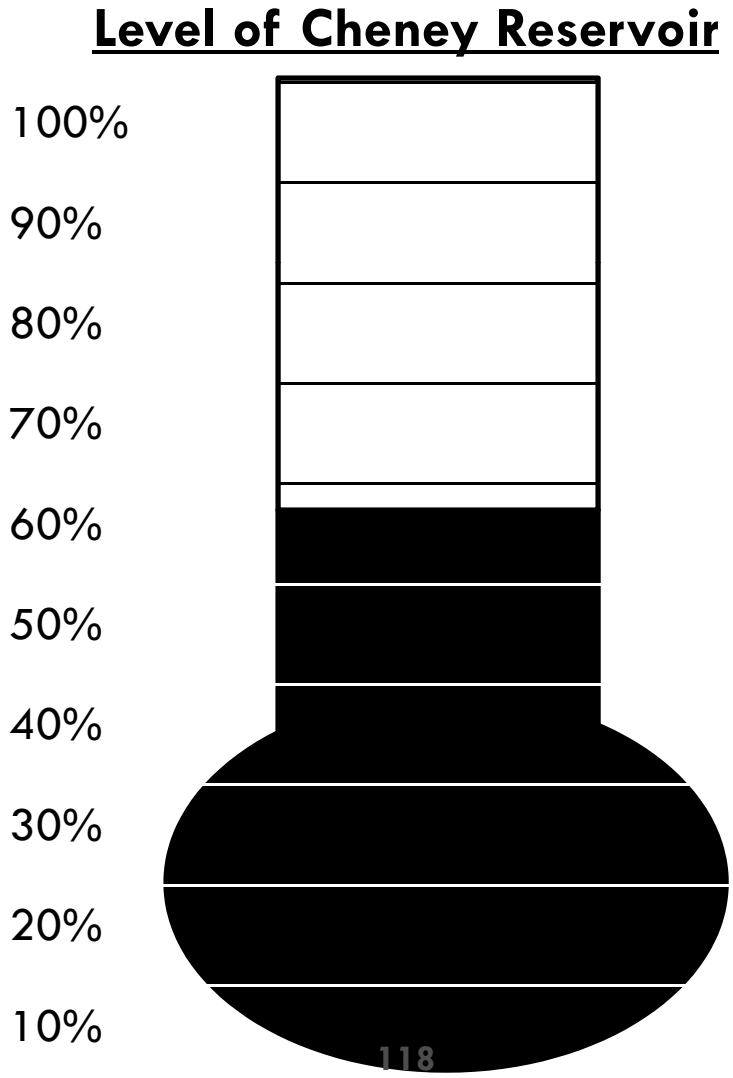


How Do We Use Our Water?



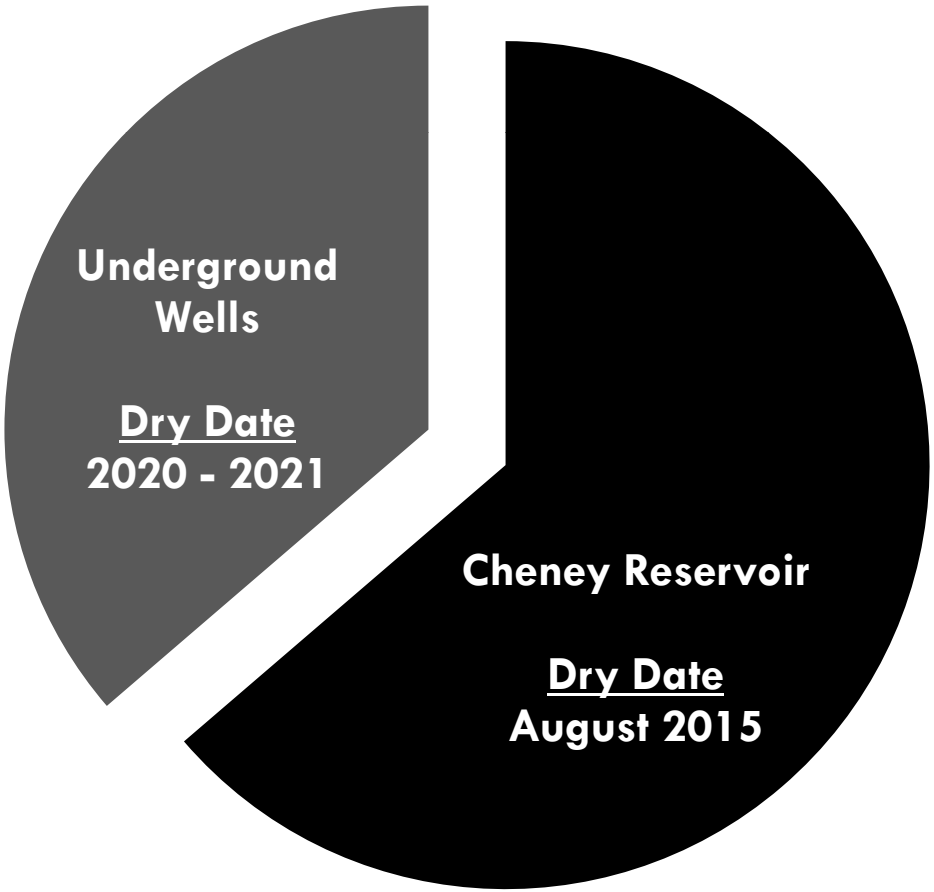
Source: American Water Works Association & the EPA

What are the Drought Effects?



What are the Drought Effects?

Water Supply Sources



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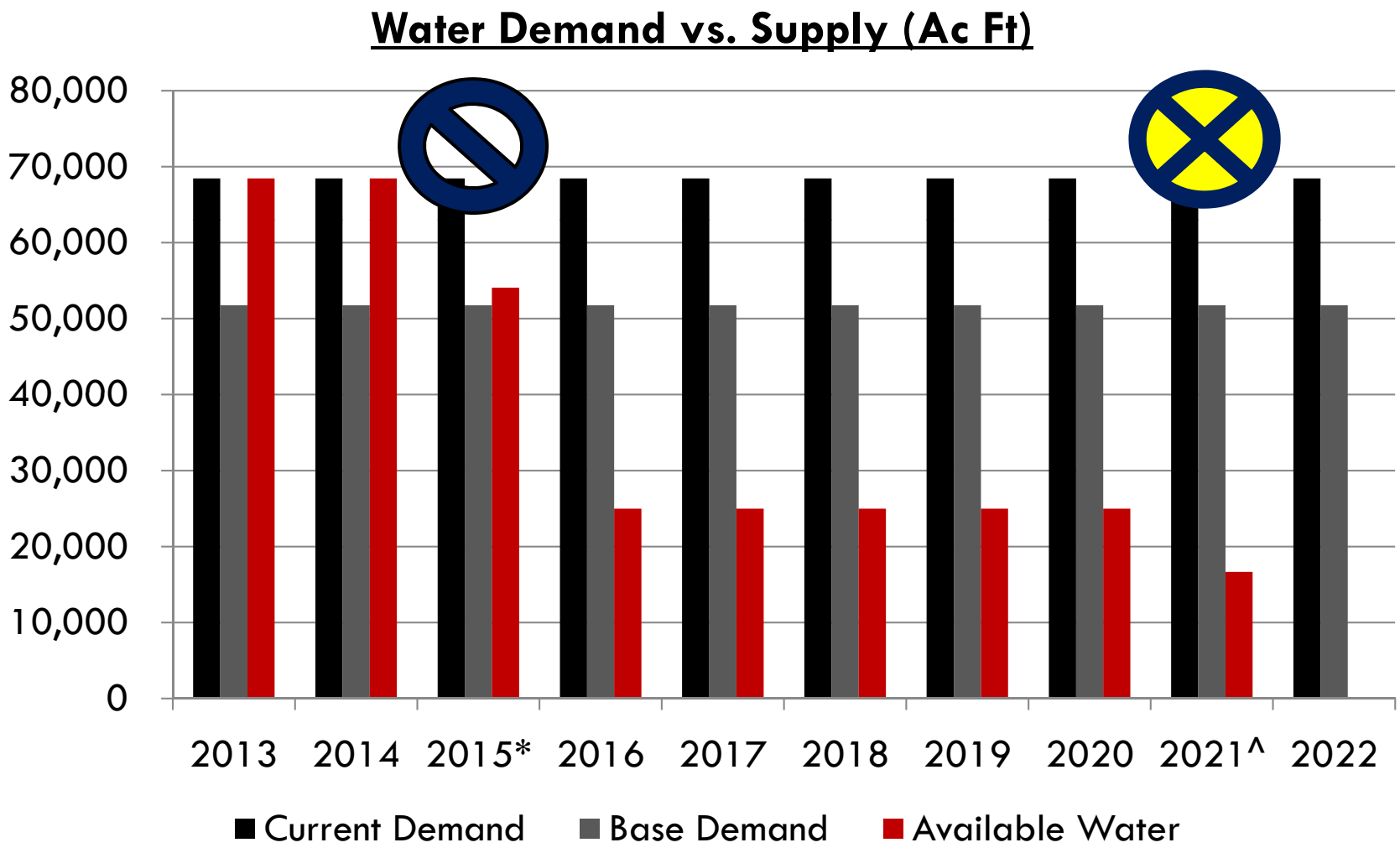
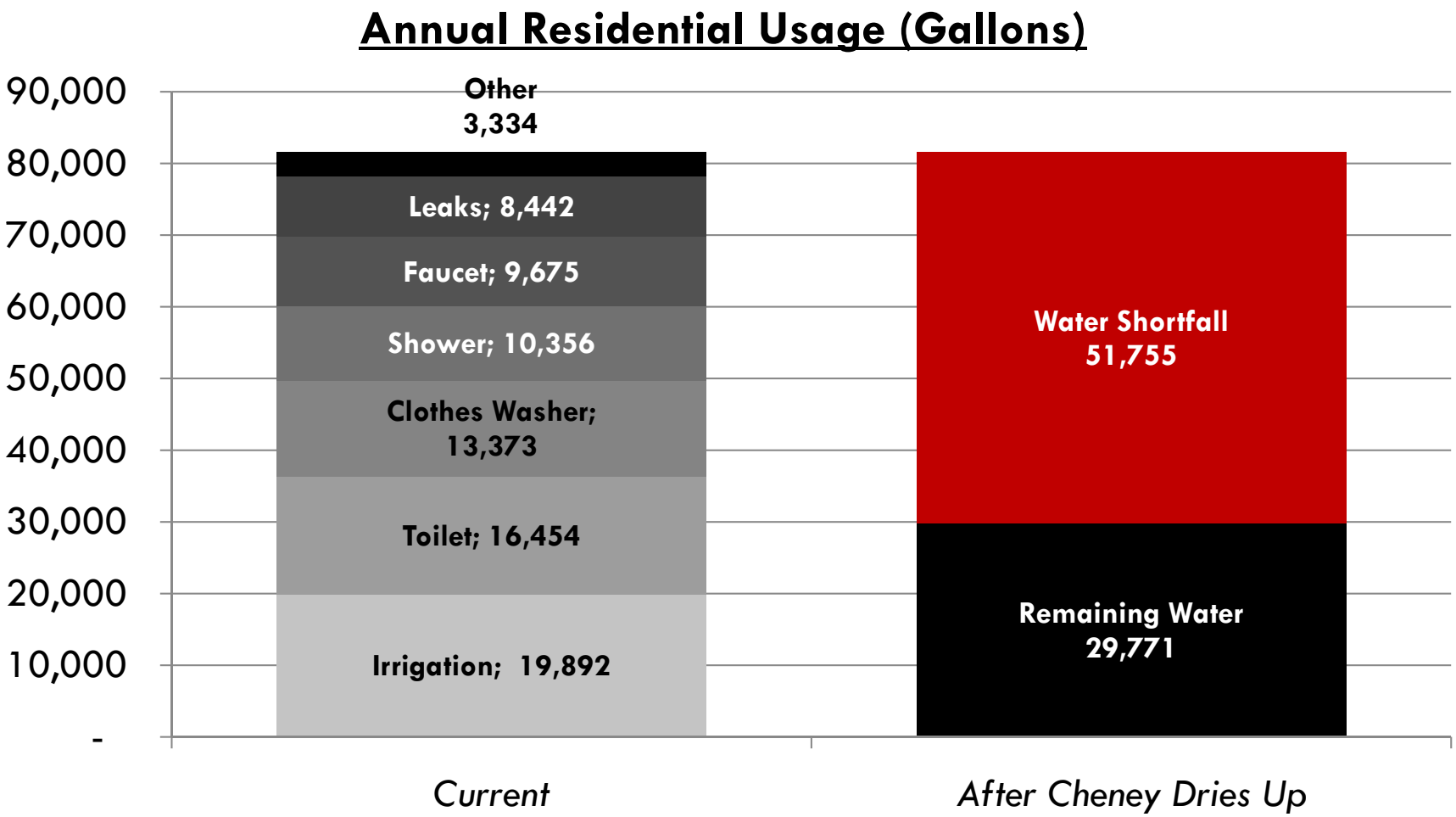


What are the Drought Effects?

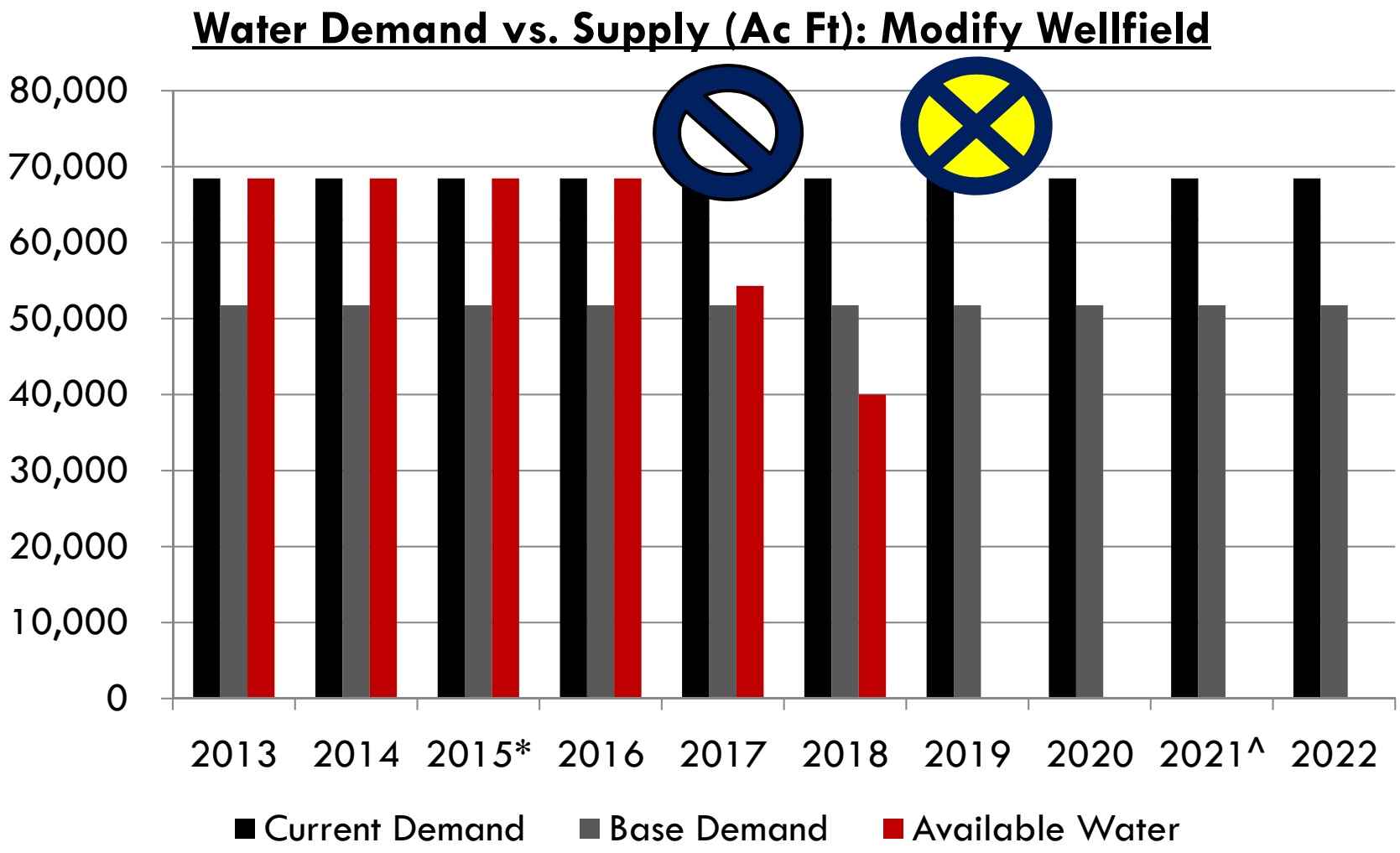


Without any changes, the wellfield would supply only 36.5% of current demand.

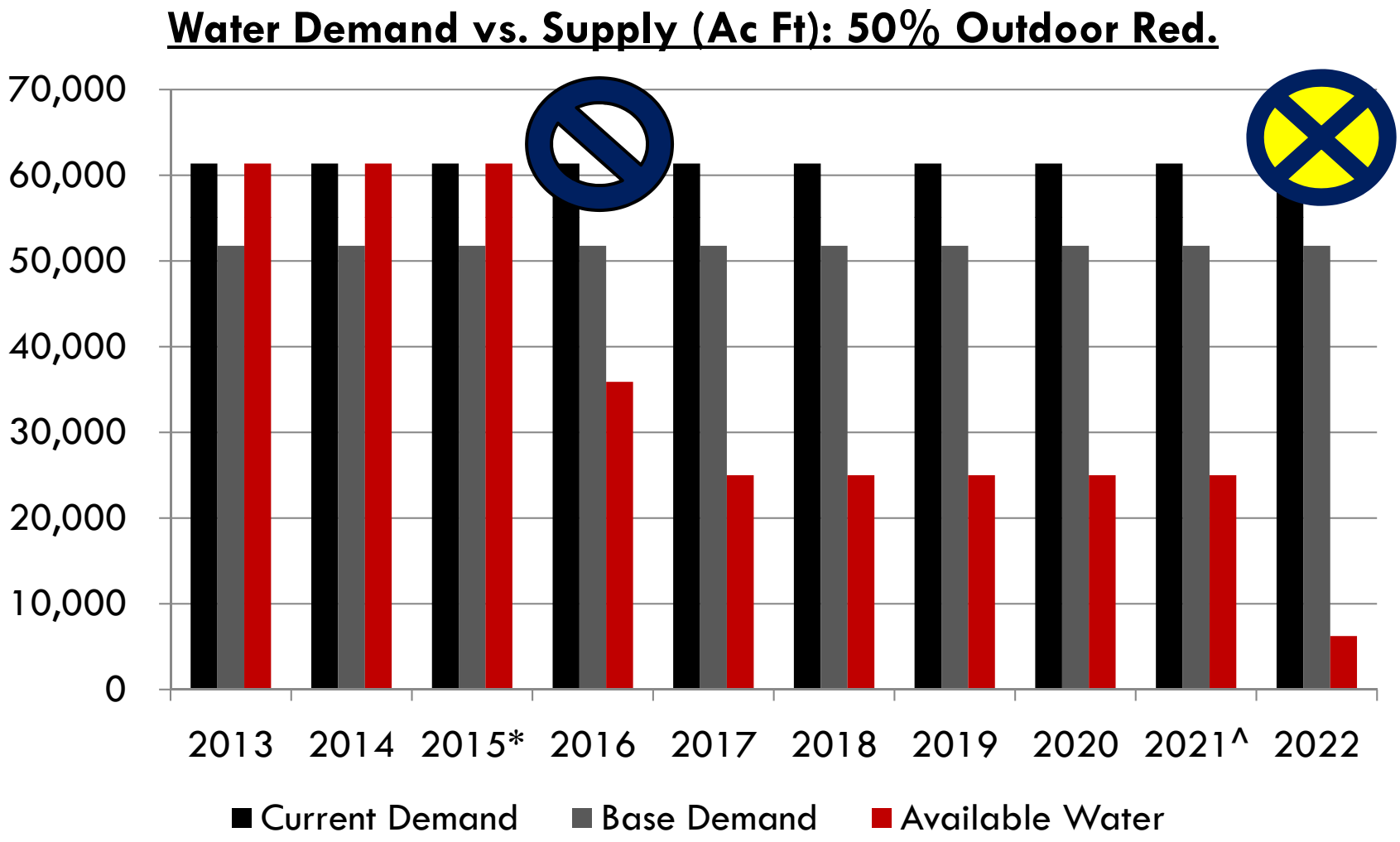
What Happens After the Shortfall?

- Delays and outages resulting from utilizing available water to fight fires
- Rolling water outages, similar to rolling blackouts experienced by western and southern energy users
- Permanent boil order due to unsanitary condition of the available water
- Spike in main breaks due to pressure changes

What Can We Do?



What Can We Do?



What Can We Do?

- Seeking public ideas on the drought response

1) What are your concerns with the current conditions?
2) How would your daily life and business activities be affected if Cheney Reservoir dries up?
3) What should trigger more severe measures?
4) What strategies should the City Council consider to reduce demand or increase supply?

Background

The City of Wichita is seeking input from its water utilities customers as it continues to cope with a prolonged drought. The persistent heat and dry conditions, coupled with high irrigation usage, has diminished the levels of Wichita's two water sources: Cheney Reservoir and the Equus Beds Aquifer. If current weather and water usage patterns persist, Cheney would not yield any water after August 2015. This is an interactive exercise to put that possibility into context for a residential customer.

Instructions

The first table shows options for reducing water usage for an average household. There are four options available for cutting back in the ways that people use water. Those options include reductions of 25%, 50%, 75%, and 100% in each area.

Menu of Options: Reductions to Usage (In Gallons)				
	25%	50%	75%	100%
Irrigation	4,973	9,946	14,919	19,892
Toilet	4,114	8,227	12,341	16,454
Clothes Washer	3,343	6,686	10,029	13,373
Shower	2,589	5,178	7,767	10,356
Faucet	2,419	4,837	7,256	9,675
Leaks	2,110	4,221	6,331	8,442
Other Uses	833	1,667	2,500	3,334

This exercise assumes that the Cheney Reservoir is dry and is no longer able to provide water to Wichita utility customers. Such a scenario would result in a 64% reduction in available water. An average household currently uses 81,526 gallons annually and would need to cut usage by 51,755 gallons if Cheney no longer yields water.

Using the following table, fill in the gray boxes to show which of options you would select to reduce your usage. The Menu of Options can be a guide for how much water could be cut, but you may choose to not cut back at all in some categories. A calculator can help in adding up how much water you would save.

How Would You Reduce Your Indoor Water Usage?		
Goal - Must Reduce this Number of Gallons When Cheney Runs Dry: 51,755		
Category	**Current**	**Gallons Reduced**
Irrigation	19,892	
Toilet	16,454	
Clothes Washer	13,373	
Shower	10,356	
Faucet	9,675	
Leaks	8,442	
Other Uses	3,334	
Total	**81,526**	

FEEDBACK FORM SPRING 2013

CITY OF WICHITA DROUGHT PLANNING

Thank you for participating in the City of Wichita's drought planning efforts. Please complete the following form in order to inform the City Council of your ideas, concerns, and preferences.

TIMELINESS OF DROUGHT RESPONSE

The City wants to balance its actions with your needs. Please use the space below to to help us understand if we are acting at an appropriate speed and when we should begin any further actions.

Knowing the process that the City is using, place an X in the box that best describes how you feel we are acting.	Too Quickly	Just Right	Too Slowly	City Should Not Act at All

How soon should the City act in response to the drought?			
Actions to Reduce Water Demand		Actions to Increase the Water Supply	
0 – 6 Months		0 – 6 Months	
7 – 12 Months		7 – 12 Months	
13 – 18 Months		13 – 18 Months	
19 – 24 Months		19 – 24 Months	
24 or More Months		24 or More Months	
City Should Not Take Action		City Should Not Take Action	

ISSUES OF GREATEST CONCERN

It is important that the City of Wichita understand how its water customers prioritize services, rates, and new costs. This section of the form will prioritze the value placed on water for different types of uses, compared to rate impacts and costs for new water supplies.

Please rank the eight interests in the accompanying table on a scale from 1-8, based on how high a priority each of the interests is to you.

Rank based on priority, with 1 as the highest priority and 8 as the lowest.	Priority
Water for Indoor Uses	
Water for Business Uses	
Water for Private Pools	
Water for Public Pools	
Water for Golf Courses & Parks	
Water for Lawns	
Minimizing Costs	
Keeping Rates as Low as Possible	

WATER RESTRICTIONS

If water restrictions become an option, please indicate your views on whether such restrictions should be implemented and how they should be enforced.

Raise Rates to Make it Too Expensive to Water Outdoors	Ban Outdoor Watering and Fine Violators	Do Not Restrict Any Water Usage

PREFERRED COMMUNICATION

What are the best ways to communicate with you about the drought plans? (check all that apply)

Billboards	☐	Mailings	☐
Newspaper	☐	Website	☐
Newsletters	☐	Podcasts	☐
E-mail	☐	Public Meetings	☐
Television	☐	Brochures	☐
Radio	☐	Social Media	☐

Other _____ Email Address to Stay Informed _____

OTHER COMMENTS

Wichita Drought Meetings

APRIL 16—18

The Wichita region is in the third year of a prolonged drought, It is unclear when the drought will end or how severe it will be. The hot, dry weather since 2011 has depleted Cheney Reservoir, which provides about 60% of Wichita's supply. If weather conditions and water usage do not change, Cheney Reservoir will no longer provide water to us after August 2015.

The City of Wichita wants to hear your ideas about how to get through the drought. It is important for utility customers to be involved in ensuring a stable water supply. Please plan to participate in one of the upcoming community meetings. This is your chance to propose solutions and have your questions answered.

Location	Address	Date	Time
Atwater City Hall	2755 E. 19th Street N.	April 16	5:30—6:30pm
Alford Library	3447 S. Meridian	April 16	7:30—8:30pm
WATER Center	101 E. Pawnee	April 17	5:30—6:30pm
Fire Station #20	2255 S. Greenwich	April 17	7:30—8:30pm
Fire Station #21	2110 N. 135th Street W.	April 18	5:30—6:30pm
Evergreen Rec Center	2700 N. Woodland	April 18	7:30—8:30pm

CITY OF WICHITA

For more information, please contact:

Ben Nelson
City of Wichita
Public Works & Utilities
316.268.4356
bnelson@wichita.gov

Community Drought Meetings

The Wichita City Council wants to hear your ideas on how to get through the drought. Learn more by attending one of the six public evening meetings and be part of the solution!

April 16th

District 1: Atwater City Hall (2755 E. 19th Street N) from 5:30 - 6:30
District 4: Alford Library (3447 S. Meridian) from 7:30 - 8:30

April 17th

District 3: WATER Center (101 E. Pawnee) from 5:30 - 6:30
District 2: Fire Station #20 (2255 S. Greenwich) from 7:30 - 8:30

April 18th

District 5: Fire Station #21 (2110 N. 135th Street W) from 5:30 - 6:30
District 6: Evergreen Recreation Center (2700 N. Woodland) from 7:30 - 8:30

CITY OF WICHITA

ACTIVATE WICHITA

Our online conversation about the future of the Greater Wichita area!

LET THE IDEAS BEGIN!

www.Activate-Wichita.com

CITY OF WICHITA
www.wichita.gov

CITY NEWS

Wichita All-America City 2009

Communications Team
455 N. Main, Wichita, KS 67202
(316) 268-4351, FAX 858-7712

DATE: April 1, 2013 **FOR IMMEDIATE RELEASE**
CONTACT: Ben Nelson, Public Works & Utilities, 316.268.4356

City Seeks Residents' Help With Drought Response

The City of Wichita has scheduled six public meetings to seek residents' views on how the region should respond to prolonged drought conditions. City officials also want to gather information about how residents are affected by the drought and to generate ideas for extending the water supply. The public feedback will be presented to City Council members as they deliberate about the drought response.

The Wichita region is in the third year of a prolonged drought. It is unclear when the drought will end or how severe it will be. The hot, dry weather since 2011 has depleted the City's water supply. Cheney Reservoir, which supplies Wichita with about 60% of its supply, is expected to cease yielding drinking water in August 2015 - if weather conditions and water usage do not change.

There is one meeting in each of the six City Council districts. Residents are encouraged to participate in any of the six meetings. Each meeting will provide the same information and will solicit ideas from participants about how to respond to the drought conditions.

April 16th
District 1: Atwater City Hall (2755 E. 19th Street N) from 5:30 – 6:30pm

District 4: Alford Library (3447 S. Meridian) from 7:30 – 8:30pm

April 17th
District 3: WATER Center (101 E. Pawnee) from 5:30 – 6:30pm

District 2: Fire Station #20 (2255 S. Greenwich) from 7:30 – 8:30pm

April 18th
District 5: Fire Station #21 (2110 N. 135th Street W) from 5:30 – 6:30pm

District 6: Evergreen Recreation Center (2700 N. Woodland) from 7:30 – 8:30pm.

ACTIVATE WICHITA

DATE: April 10, 2013 **FOR IMMEDIATE RELEASE**
CONTACT: Ashley Arnold, (316) 261-8519

Wichita Invites Online Engagement

Residents asked to comment on the City's future

Every Wichita resident will have a voice in planning the city's future, thanks to a newly-installed internet tool. The innovative opportunity is offered through the online platform, www.Activate-Wichita.org, allowing residents to log in anytime and anywhere to join contribute to the discussion.

The website was launched today by The Wichita Public Library through a grant from the Wichita Community Foundation and the John S. and James L. Knight Foundation.

Cynthia Berner Harris, Wichita Public Library Director of Libraries, says the idea for Activate Wichita was driven by the Library's mission to enrich the quality of life in Wichita.

"Activate Wichita enables community collaboration to happen online and is specifically designed to generate new ideas and feedback from residents on the future of Wichita," said Berner Harris.

As the city continues to consider the possibility of a new central Library, Berner Harris is asking residents to weigh in with their view of the Library of the future.

In addition to the Library topics, Activate Wichita discussions will focus on public services, policies, and institutions that affect residents' daily lives.

One timely topic of interest to every resident is the city's drought response plan. The website makes it easy for users to propose ideas, second others' ideas, expand upon ideas and vote on solutions.

"The dynamic nature of the website allows for multiple topics that will change periodically, allowing Wichitans to be involved in the planning process of what they care about the most," said Berner Harris.

The site also measures and tracks participation, identifying the most interested residents and most compelling topics. Elected officials and City administrators will be logged into the site to provide feedback and project updates.

Wichita City Mayor Carl Brewer praised the site, saying, "I look forward to seeing how Activate Wichita will encourage deeper conversations about the future of Wichita and help create a better community."

####

CITY OF WICHITA

Department of Public Works & Utilities

April 2, 2013

RE: Wichita Drought Planning: Outdoor Business Focus Group

The City of Wichita is generating public input to guide how it responds to the current drought. You have unique insights about how the drought is affecting you and the community. We are forming focus groups to develop ideas about how the drought is impacting specific customer groups, and we invite you to be a part of the focus group detailing the effects on business that rely on outdoor and summer usage.

The Wichita region is in the third year of a drought, the length and severity of which is still unknown. Should the drought conditions persist and usage not change, Cheney Reservoir – which provides 60% of our water – will be dry in August 2015. The public is being engaged to create solutions to extend our water supply during the drought.

You represent a critical customer perspective that we need to understand. It is important that we have your perspective on the drought for at least two reasons: how potential options will impact you and others like you, as well as ideas that may not be developed through the other public input opportunities.

This will be a one-hour meeting in the **1st Floor Board Room at City Hall, 455 N. Main in downtown Wichita**. It will be held on **May 1, 2013 from 8:00 – 9:00am**. Please park in the surface lot adjacent to the building and bring in your parking ticket for validation.

There is no need to RSVP. Please call or email me if you have any questions. I can be reached by phone at 316.268.4356 or by email at bnelson@wichita.gov. Thank you for your willingness to be involved.

Sincerely,

Ben Nelson
Strategic Services Manager

Office of the Director

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

T 316.268.4422 **W** www.wichitagov.org

CITY OF WICHITA

Department of Public Works & Utilities

April 2, 2013

RE: Wichita Drought Planning: Wholesale Focus Group

The City of Wichita is generating public input to guide how it responds to the current drought. You have unique insights about how the drought is affecting you and your utility customers. We are forming focus groups to develop ideas about how the drought is impacting specific customer groups, and we invite you to be a part of the focus group detailing how our wholesale customers are affected by the drought and its mitigation strategies.

The Wichita region is in the third year of a drought, the length and severity of which is still unknown. Should the drought conditions persist and usage not change, Cheney Reservoir – which provides 60% of our water – will be dry in August 2015. The public is being engaged to create solutions to extend our water supply during the drought.

You represent a critical customer perspective that we need to understand. It is important that we have your perspective on the drought for at least two reasons: how potential options will impact you and others like you, as well as ideas that may not be developed through the other public input opportunities.

This will be a one-hour meeting in the **1st Floor Board Room at City Hall, 455 N. Main in downtown Wichita**. It will be held on **May 1, 2013 from 9:30 – 10:30am**. Please park in the surface lot adjacent to the building and bring in your parking ticket for validation.

There is no need to RSVP. Please call or email me if you have any questions. I can be reached by phone at 316.268.4356 or by email at bnelson@wichita.gov. Thank you for your willingness to be involved.

Sincerely,

Ben Nelson
Strategic Services Manager

Office of the Director

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

T 316.268.4422 **W** www.wichitagov.org

CITY OF WICHITA

Department of Public Works & Utilities

April 2, 2013

RE: Wichita Drought Planning: Large Water User Focus Group

The City of Wichita is generating public input to guide how it responds to the current drought. You have unique insights about how the drought is affecting you and the community. We are forming focus groups to develop ideas about how the drought is impacting specific customer groups, and we invite you to be a part of the focus group detailing the effects on the City's largest water users.

The Wichita region is in the third year of a drought, the length and severity of which is still unknown. Should the drought conditions persist and usage not change, Cheney Reservoir – which provides 60% of our water – will be dry in August 2015. The public is being engaged to create solutions to extend our water supply during the drought.

You represent a critical customer perspective that we need to understand. It is important that we have your perspective on the drought for at least two reasons: how potential options will impact you and others like you, as well as ideas that may not be developed through the other public input opportunities.

This will be a one-hour meeting in the **1st Floor Board Room at City Hall, 455 N. Main in downtown Wichita**. It will be held on **May 1, 2013 from 11:00am – 12:00pm**. Please park in the surface lot adjacent to the building and bring in your parking ticket for validation.

There is no need to RSVP. Please call or email me if you have any questions. I can be reached by phone at 316.268.4356 or by email at bnelson@wichita.gov. Thank you for your willingness to be involved.

Sincerely,

Ben Nelson
Strategic Services Manager

Office of the Director

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

T 316.268.4422 **W** www.wichitagov.org

CITY OF WICHITA

Department of Public Works & Utilities

April 3, 2013

RE: Wichita Drought Planning: Resident Focus Group

The City of Wichita is generating public input to guide how it responds to the current drought. You have unique insights about how the drought is affecting you and the community. We are forming focus groups to develop ideas about how the drought is impacting specific customer groups, and we invite you to be a part of the focus group detailing how residents are affected by the drought and its mitigation strategies.

The Wichita region is in the third year of a drought, the length and severity of which is still unknown. Should the drought conditions persist and usage not change, Cheney Reservoir – which provides 60% of our water – will be dry in August 2015. The public is being engaged to create solutions to extend our water supply during the drought.

You represent a critical customer perspective that we need to understand. It is important that we have your perspective on the drought for at least two reasons: how potential options will impact you and others like you, as well as ideas that may not be developed through the other public input opportunities.

This will be a one-hour meeting in the **1st Floor Board Room at City Hall, 455 N. Main in downtown Wichita**. It will be held on **May 1, 2013 from 1:00 – 2:00pm**. Please park in the surface lot adjacent to the building and bring in your parking ticket for validation.

There is no need to RSVP. Please call or email me if you have any questions. I can be reached by phone at 316.268.4356 or by email at bnelson@wichita.gov. Thank you for your willingness to be involved.

Sincerely,

Ben Nelson
Strategic Services Manager

Office of the Director

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

T 316.268.4422 **W** www.wichitagov.org

IAP2 Spectrum of Public Participation

International Association for Public Participation

Increasing Level of Public Impact

	Inform	Consult	Involve	Collaborate	Empower
Public participation goal	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
Promise to the public	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
Example techniques	▪ Fact sheets ▪ Web sites ▪ Open houses	▪ Public comment ▪ Focus groups ▪ Surveys ▪ Public meetings	▪ Workshops ▪ Deliberative polling	▪ Citizen advisory committees ▪ Consensus-building ▪ Participatory decision-making	▪ Citizen juries ▪ Ballots ▪ Delegated decision

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OCA: 183001

(Published in the Wichita Eagle, on June 4, 2013.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $5,000,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 13-101, duly adopted June 4, 2013, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, equus beds well field rehabilitation (W-037) (called the "Project"). The total costs of the Project are estimated to be five million dollars ($5,000,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $5,000,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 4, 2013.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 13-101

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $5,000,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City of Wichita, Kansas (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, equus beds well field rehabilitation(W-037) (the "Project"). The total costs of the Project are estimated to be five million dollars ($5,000,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed five million dollars ($5,000,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on June 4, 2013.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: 183001

(Published in the Wichita Eagle, on June 7, 2013.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,400,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 13-102, duly adopted June 4, 2013, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, water treatment plant modification(W-038) (called the "Project"). The total costs of the Project are estimated to be one million four hundred thousand dollars ($1,400,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $1,400,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 4, 2013.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 13-102

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,400,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City of Wichita, Kansas (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, water treatment plant modification(W-038) (the "Project"). The total costs of the Project are estimated to be one million four hundred thousand dollars ($1,400,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million four hundred thousand dollars ($1,400,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on June 4, 2013.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

Option 1: Penalty-Based Restrictions

Drought Water Rates

Effective July 12, 2013

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 17.12.090, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after July 12, 2013, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the director of public works & utilities shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2013 & Beyond
5/8 inch	**$** 11.62
3/4 inch	11.62
1 inch	11.62
1 1/2 inch	13.45

2 inch	15.41
3 inch	24.78
4 inch	30.23
6 inch	41.99
8 inch	53.42
10 inch	64.29
12 inch	82.31

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

WATER METER SIZES	2013 & Beyond
5/8 inch	**$** 18.60
3/4 inch	18.60
1 inch	18.60
1 1/2 inch	21.52
2 inch	24.66
3 inch	39.65
4 inch	48.37
6 inch	67.19
8 inch	85.48
10 inch	102.87
12 inch	131.70
16 inch	324.79

B. FLAT RATE/UNMETERED MONTHLY CHARGES

2013 & Beyond
$ 19.62

C. FIRE PROTECTION MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2013 & Beyond
5/8 inch	**$** 3.55
3/4 inch	3.65
1 inch	3.99
1 1/2 inch	4.61
2 inch	5.48
3 inch	10.51
4 inch	13.31

6 inch	19.55
8 inch	25.87
10 inch	31.77
12 inch	41.89

OUTSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2013 & Beyond
5/8 inch	**$** 5.68
3/4 inch	5.84
1 inch	6.39
1 1/2 inch	7.38
2 inch	8.77
3 inch	16.82
4 inch	21.30
6 inch	31.28
8 inch	41.40
10 inch	50.84
12 inch	67.03

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the director of public works & utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty

eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.63
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 5.87
Block 3: Metered Consumption Above 310% of AWC	**$** 8.56

OUTSIDE CITY

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 2.61
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 9.40
Block 3: Metered Consumption Above 310% of AWC	**$** 13.70

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the director of public works & utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The director of public works & utilities is further empowered to establish such

rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the director of public works & utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the director of public works & utilities. If the director of public works & utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

(PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE - PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE) x ((PRIOR YEAR'S ANNUAL WATER USE/1,000) x (1 - (PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED / PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED)))

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the director of public works & utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: All Metered Consumption	**$** 3.65

OUTSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: All Metered Consumption	**$** 5.84

D. WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.86
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 9.67
Block 3: Metered Consumption Above 310% of AWC.	**$** 14.47

F. NON POTABLE VOLUME RATES

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** .75
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 3.91
Block 3: Metered Consumption Above 310% of AWC.	**$** 5.85

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts

are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen ($13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen ($13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen ($13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen ($13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to administrative

fees, account origination fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the director of public works & utilities and subject to review and change at any time.

A surcharge of $1,000 will be required for each month when metered consumption exceeds 310% of AWC.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after July 12, 2013, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 4th day of June, 2013.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett, City Clerk
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law

Option 2: Rate-Based Restrictions

Water & Sewer Rates

Effective July 12, 2013

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 17.12.090, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after July 12, 2013, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the director of public works & utilities shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2013 & Beyond
5/8 inch	**$** 11.62
3/4 inch	11.62
1 inch	11.62
1 1/2 inch	13.45

2 inch	15.41
3 inch	24.78
4 inch	30.23
6 inch	41.99
8 inch	53.42
10 inch	64.29
12 inch	82.31

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

WATER METER SIZES	2013 & Beyond
5/8 inch	**$** 18.60
3/4 inch	18.60
1 inch	18.60
1 1/2 inch	21.52
2 inch	24.66
3 inch	39.65
4 inch	48.37
6 inch	67.19
8 inch	85.48
10 inch	102.87
12 inch	131.70
16 inch	324.79

B. FLAT RATE/UNMETERED MONTHLY CHARGES

2013 & Beyond
$ 19.62

C. FIRE PROTECTION MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2013 & Beyond
5/8 inch	**$** 3.55
3/4 inch	3.65
1 inch	3.99
1 1/2 inch	4.61
2 inch	5.48
3 inch	10.51
4 inch	13.31

6 inch	19.55
8 inch	25.87
10 inch	31.77
12 inch	41.89

OUTSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2013 & Beyond
5/8 inch	**$** 5.68
3/4 inch	5.84
1 inch	6.39
1 1/2 inch	7.38
2 inch	8.77
3 inch	16.82
4 inch	21.30
6 inch	31.28
8 inch	41.40
10 inch	50.84
12 inch	67.03

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the director of public works & utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty

eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. MULTIPLE USE VOLUME CHARGES

Multiple use volume is defined as normal daily residential or commercial use plus irrigation use flowing through a single meter. All meters are classified as multiple use meters unless a separate meter for irrigation only purposes exists.

INSIDE CITY

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.63
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 5.87
Block 3: Metered Consumption Above 310% of AWC	**$** 51.36

OUTSIDE CITY

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 2.61
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 9.40
Block 3: Metered Consumption Above 310% of AWC	**$** 82.20

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more

efficient use of Wichita's water resources, the director of public works & utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The director of public works & utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the director of public works & utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the director of public works & utilities. If the director of public works & utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

(PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE - PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE) x ((PRIOR YEAR'S ANNUAL WATER USE/1,000) x (1 - (PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED / PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED)))

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the director of public works & utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: All Metered Consumption	**$** 3.65

OUTSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: All Metered Consumption	**$** 5.84

E. WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.86
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 9.67
Block 3: Metered Consumption Above 310% of AWC.	**$** 86.82

F. NON POTABLE VOLUME RATES

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** .75
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 3.91
Block 3: Metered Consumption Above 310% of AWC.	**$** 35.10

G. SINGLE USE VOLUME CHARGES

Single use volume is defined as normal daily residential or commercial use with no irrigation use flowing through a single meter. The director of public works & utilities is empowered to determine if a meter qualifies for single use rates.

INSIDE CITY

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.63
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 5.87
Block 3: Metered Consumption Above 310% of AWC	**$** 8.56

OUTSIDE CITY

	Rates Per 1,000 Gallons 2013 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 2.61
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 9.40
Block 3: Metered Consumption Above 310% of AWC	**$** 13.70

H. IRRIGATION USE VOLUME RATES

Irrigation use volume is defined as water flowing through a single meter to irrigate vegetation.

INSIDE CITY

	Rates Per 1,000 Gallons 2013 & Beyond
All Metered Consumption	**$** 15.67

OUTSIDE CITY

	Rates Per 1,000 Gallons 2013 & Beyond
All Metered Consumption	**$** 25.10

III. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

IV. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen ($13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen ($13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen ($13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of

thirteen ($13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to administrative fees, account origination fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the director of public works & utilities and subject to review and change at any time.

V. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after July 12, 2013, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 4th day of June, 2013.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law

Wichita, Kansas
June 3, 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; Carol McMillan, Controller, Finance, representing the Director of Finance, Branden Hall, 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 20, 2013 were read and on motion approved.

Bids were opened May 24 and May 31, 2013, pursuant to advertisements published on:

55th & Clifton 16" Anchored Butterfly Valve Assembly Installation Clifton Heights Commercial Addition (55th Street South and Clifton Avenue Intersection) (448-90593/636282/773070) Traffic to be maintained during construction using flagpersons and barricades. (District County)

B-2 Excavating - $7,661.00

2013 Contract Maintenance Micro-Surfacing and Cape Seal Ph 1 (north of 63rd Street South, east of 135th Street West) (472-85088/132726/707046/132726/211511) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, V, VI)

Vance Bros. Inc.* - $980,694.00 *Engineer's Estimate

2013 Contract Maintenance Ecopave Surface Seal EGB73 (north of 63rd Street South, East of 1235th Street West)

No Bids Received

Water Distribution System to serve Bridgeport Industrial Park I (south of 37th St N, east of Broadway) (448-90585/735483/470156) Traffic to be maintained during construction using flagpersons and barricades. (District VI)

B-2 Excavating - $29,750.00

2013 Sanitary Sewer Rehabilitation Phase B (CIPP) (north of Central, east of Hillside) (468-84878/620637)

Reynolds Inliner LLC - $200,529.75

Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 4; Planeview Addition (468-84838/624101)

B-2 Excavating - $23,916.00

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/STREET MAINTENANCE DIVISION: Joint and Crack Sealant.

Paving Maintenance Supply Inc.*- $92,000.00
*Estimate – Contract approved on unit cost basis; refer to attachments.

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Polypatch Machine.

Paving Maintenance Supply Inc. - $51,229.30 Base Bid
$3,735.00 Option 1

PUBLIC WORKS AND UTILITIES DEPARTMENT/ PRODUCTION AND PUMPING DIVISION: Electronics Hardware.

Stanion Wholesale Electric Co. - $14,967.47 Group 1
R E Pedrotti Company Inc. - $8220.00 Group 2
Rejected Group 3

CITY MANAGER'S OFFICE/CULTURAL ARTS DIVISION: Dishwasher Machine.

Sam Tell and Son Inc. - $41,137.48

VARIOUS DEPARTMENTS BOARDS AND AGENCIES: Reprographic Services.

Defer one week

PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION: Install Water Utility Service Lines.

Mies Construction Inc.*- $345,000.00
*Estimate – Contract approved on unit cost basis; refer to attachments.

VARIOUS DEPARTMENTS BOARDS AND AGENCIES: Overhead Door Repair.

Defer one week

HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION: Replace Windows Various Residential Sites.

S & A Construction Inc. - $59,136.00

FIRE DEPARTMENT/SAFETY DIVISION: Firefighter Protective Clothing.

1st Due Emergency Response Solutions* - $21,714.30
*Redirect Award - Group 4

IT/IS DEPARTMENT: Licenses, support, and benefits of, and for all Microsoft product in use at the City of Wichita. Three year renewal, Year 1 payment.

Software House International (SHI)** - $615,898.20
**Utilizing the State of Kansas Contract for Software Purchases. Purchasing utilizing Government Entities Contracts, Cooperative Contracts and Agreements/Ordinance No. 38-122 Section 2.64.020 (j).

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

On motion the Board of Bids recommended that the contracts be awarded/deferred 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: June 3, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

May 24, 2013

55th & Clifton 16" Anchored Butterfly Valve Assembly Installation to serve Clifton Heights Commercial Addition – Public Works & Utilities Department/Engineering Division
B-2 Excavating **$7,661.00**

2013 Contract Maintenance Micro-Surfacing and Cape Seal Phase 1 (Rebid) (north of 63rd Street South, east of 135th Street West) – Public Works & Utilities Department/Engineering Division
Vance Bros., Inc. **(Engineer's Estimate)** **$980,694.00**

2013 Contract Maintenance Ecopave Surface Seal EGB73 (north of 63rd Street South, east of 135th Street West) – Public Works & Utilities Department/Engineering Division **(No Bids Received)**

Water Distribution System to serve Bridgeport Industrial Park I – Public Works & Utilities Department/Engineering Division
B-2 Excavating **$29,750.00**

Water Distribution System to serve Bridgeport Industrial Park I – Public Works & Utilities Department/Engineering Division
B-2 Excavating **$29,750.00**

May 31, 2013

2013 Sanitary Sewer Rehabilitation Phase B (CIPP) (north of Central, east of Hillside) – Public Works & Utilities Department/Engineering Division
Reynolds Inliner, LLC **$200,529.75**

Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 4 to serve Planeview Addition – Public Works & Utilities Department/Engineering Division
B-2 Excavating **$23,916.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

May 24, 2013

Joint & Crack Sealant – Public Works & Utilities Department/Street Maintenance Division
Paving Maintenance Supply, Inc. **(Per Pound)** **$0.46**

Polypatch Machine – Public Works & Utilities Department/Fleet & Facilities Division
Paving Maintenance Supply, Inc. **Base Bid** **$51,229.30**
Option 1 **$3,735.00**

Electronics Hardware – Public Works & Utilities Department/Production & Pumping Division
Stanion Wholesale Electric Company **Group 1** **$14,967.47**
R. E. Pedrotti Company, Inc. **Group 2** **$8,220.00**
Group 3 (All Bids Rejected)

Dishwasher Machine – City Manager's Office/Cultural Arts Division
Sam Tell and Son, Inc. **$41,137.48**

May 31, 2013

Reprographic Services – Various Departments, Boards & Agencies **(Defer to June 10, 2013)**

Installation of Water Utility Service Lines – Public Works & Utilities Department/Water Distribution Division
Mies Construction, Inc. **Install Long Service Lines (Per Each)** **$925.00**
Install Short Service Lines (Per Each) **$800.00**

Overhead Door Repair – Various Departments, Boards & Agencies **(Defer to June 10, 2013)**

Replace Windows at Various Residential Sites – Housing & Community Services Dept./Public Housing Division
S & A Construction, Inc. **$59,136.00**

Firefighter Protective Clothing – Fire Department/Safety Division (See Exhibit B for Itemized Pricing in the Formal Bid Report) (Redirect Award)

1st Due Emergency Response Solutions Group 4 (Line 11, Group 4 Rejected) $21,714.30

Licenses, Support and Benefits of and for all Microsoft Product in Use at the City of Wichita, Three Year Renewal, Year One Payment – IT/IS Department

Software House International (SHI) Cooperative Contracts and Agreements, Ordinance No. 38-122, Section 2.64.020(j), Per State of Kansas Contract #36093 for Software $615,898.20

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

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

WATER BID TABULATION SUMMARY

BOARD OF BIDS - May 24, 2013

RQ#340512

FB#340094		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
55th & Clifton 16" Anchored Butterfly Valve Assembly Installation		$21,020.00			$13,700.00
Clifton Heights Commercial Addition	BID BOND				
448-90593	ADDENDA	0			
(636282)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
55th & Clifton 16" Anchored Butterfly Valve Assembly Installation		$21,020.00			$8,600.00
Clifton Heights Commercial Addition	BID BOND				
448-90593	ADDENDA	0			
(636282)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	B-2 Excavating
55th & Clifton 16" Anchored Butterfly Valve Assembly Installation		$21,020.00		$8,500.00	$7,661.00
Clifton Heights Commercial Addition	BID BOND			X	X
448-90593	ADDENDA	0			
(636282)					
		Engineer's Construction Estimate			
55th & Clifton 16" Anchored Butterfly Valve Assembly Installation		$21,020.00			
Clifton Heights Commercial Addition	BID BOND				
448-90593	ADDENDA	0			
(636282)					

CHECKED BY: KP

REVIEWED BY: [illegible]

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - May 24, 2013

RQ#340513

FB#340091		Engineer's Construction Estimate	Vance Bros. Inc	Barkley Construction	Cornejo & Sons, LLC
2013 Contract Maintenance Micro-Surfacing and Cape Seal Ph 1 (REBID)		$980,694.00	$945,065.00		
(north of 63rd Street South, East of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85088 (132726/707046)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
2013 Contract Maintenance Micro-Surfacing and Cape Seal Ph 1 (REBID)		$980,694.00			
(north of 63rd Street South, East of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85088 (132726/707046)					
		Engineer's Construction Estimate			
2013 Contract Maintenance Micro-Surfacing and Cape Seal Ph 1 (REBID)		$980,694.00			
(north of 63rd Street South, East of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85088 (132726/707046)					
		Engineer's Construction Estimate			
2013 Contract Maintenance Micro-Surfacing and Cape Seal Ph 1 (REBID)		$980,694.00			
(north of 63rd Street South, East of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85088 (132726/707046)					

CONTRACT AWARDED FOR THE ENGINEER'S ESTIMATE OF $980,694.00

CHECKED BY: KD

REVIEWED BY: KM

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - May 24, 2013

RQ#340514

FB#340092		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
2013 Contract Maintenance Ecopave Surface Seal EGB73					
(north of 63rd Street South, East of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85091 (132726)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
2013 Contract Maintenance Ecopave Surface Seal EGB73					
(north of 63rd Street South, East of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85091 (132726)					
		Engineer's Construction Estimate			
2013 Contract Maintenance Ecopave Surface Seal EGB73					
(north of 63rd Street South, East of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85091 (132726)					
		Engineer's Construction Estimate			
2013 Contract Maintenance Ecopave Surface Seal EGB73					
(north of 63rd Street South, East of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85091 (132726)					

NO BIDS RECEIVED

CHECKED BY: KD

REVIEWED BY: [illegible]

WATER BID TABULATION SUMMARY

BOARD OF BIDS - May 24, 2013

RQ#340494

FB#340085		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System		$63,150.00	$42,235.00		$33,792.50
Bridgeport Industrial Park I	BID BOND				
448-90585	ADDENDA	3			
(735483)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System		$63,150.00	$38,050.00	$38,770.00	$50,612.50
Bridgeport Industrial Park I	BID BOND				
448-90585	ADDENDA	3			
(735483)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Alan's Excavating
Water Distribution System		$63,150.00			$56,746.25
Bridgeport Industrial Park I	BID BOND				X
448-90585	ADDENDA	3			
(735483)					
		Engineer's Construction Estimate	Forshee Plubming	B-2 Excavating	
Water Distribution System		$63,150.00	$39,625.83	$29,750.00	
Bridgeport Industrial Park I	BID BOND		X	X	
448-90585	ADDENDA	3	X	X	
(735483)					

CHECKED BY: KP

REVIEWED BY: [illegible]

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - May 31, 2013

RQ#340499

FB#340086		Engineer's Construction Estimate	Reynolds Inliner LLC	Insituform Technologies USA	Tele Environmental Systems Inc.
2013 Sanitary Sewer Rehabilitation Phase B (CIPP)		$226,850.00	$200,529.75	$247,193.80	$288,688.00
(north of Central, east of Hillside)	BID BOND			X	X
468-84878	ADDENDA	0			
(620637)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2013 Sanitary Sewer Rehabilitation Phase B (CIPP)		$226,850.00			
(north of Central, east of Hillside)	BID BOND				
468-84878	ADDENDA	0			
(620637)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2013 Sanitary Sewer Rehabilitation Phase B (CIPP)		$226,850.00			
(north of Central, east of Hillside)	BID BOND				
468-84878	ADDENDA	0			
(620637)					
		Engineer's Construction Estimate			
2013 Sanitary Sewer Rehabilitation Phase B (CIPP)		$226,850.00			
(north of Central, east of Hillside)	BID BOND				
468-84878	ADDENDA	0			
(620637)					

CHECKED BY: KO

REVIEWED BY: DM

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - May 31, 2013

RQ#340530

FB#340100		Engineer's Construction Estimate	Dondlinger & Sons	Utilities Plus Inc	Alans Excavating
Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 4		$66,800.00	$32,896.00	$46,106.00	$54,927.00
Planeview Addition	BID BOND				
468-84838	ADDENDA	0			X
(624101)					
		Engineer's Construction Estimate	Forshee Plubming LLC	B-2 Excavating	Wildcat Construction
Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 4		$66,800.00	$31,850.00	$23,916.00	$47,298.00
Planeview Addition	BID BOND		X	X	
468-84838	ADDENDA	0			
(624101)					
		Engineer's Construction Estimate			
Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 4		$66,800.00			
Planeview Addition	*BID BOND*				
468-84838	ADDENDA	0			
(624101)					
		Engineer's Construction Estimate			
Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 4		$66,800.00			
Planeview Addition	BID BOND				
468-84838	ADDENDA	0			
(624101)					

CHECKED BY: KP

REVIEWED BY: [signature]

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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: **FB340088** Joint & Crack Sealant

Close Date/Time: 5/24/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **Public Works & Utilities**

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
PAVING MAINTENANCE SUPPLY INC	Complete	$92,000.00	Award 6/4/2013 Public Works & Utilities Dept/Street Maintenance Division
MCCONNELL & ASSOCIATES CORP	Complete	$102,800.00	
QUIKRETE HOLDINGS INC	Complete	$110,000.00	

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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: **FB340088** Joint & Crack Sealant Close Date/Time: 5/24/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **Public Works & Utilities**

Go to: 001

Return to the Bid List

Responses: 3

Line 001 Joint and Crack Seal, Virgin Rubber, Non-Trackable 60 lb. Boxes or Less, Koch #9070, Crafco Inc. #34205, and Deery #115 MANUFACTURER/PRODUCT:_____ ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURES AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PAVING MAINTENANCE SUPPLY INC	200000	Pound	$0.4600	$92,000.00	Complete	we are quoting Crafco 34211
MCCONNELL & ASSOCIATES CORP	200000	Pound	$0.5140	$102,800.00	Complete	P & T 1190 sealant
QUIKRETE HOLDINGS INC	200000	Pound	$0.5500	$110,000.00	Complete	

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Registration Solicitations Document Inquiry Login Help

Bid Results

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

Vendor Group Line

Solicitation: FB340089 Polypatch Machine

Close Date/Time: 5/24/2013 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
PAVING MAINTENANCE SUPPLY INC	Complete	$54,964.30	Award 06/04/2013 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: FB340089 Polypatch Machine

Close Date/Time: 5/24/2013 10:00 AM CST

Solicitation Type: Formal Bid

Return to the Bid List

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 1

Go to: 001

Line 001 Base Bid: New and Unused Current Model Polypatch Machine, Double-Boiler Type Melter Applicator Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PAVING MAINTENANCE SUPPLY INC	1	Each	$51,229.3000	$51,229.30	Complete	

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Line 002 Option 1: Propane Heated, 10 Gallon minimum Walk Behind Material Handler

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PAVING MAINTENANCE SUPPLY INC	1	Each	$3,735.0000	$3,735.00	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: **FB340090** Electronics Hardware Close Date/Time: 5/24/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Group**

Department: **PUBLIC WORKS & UTILITIES**

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
R E PEDROTTI COMPANY INC	Complete	$27,929.00	Award 6/4/13 Group 2 Public Works & Utilities/Production & Pumping Div Group 3 rejected
SIEMENS ENERGY & AUTOMATION INC	In-Complete	$0.00	
STANION WHOLESALE ELECTRIC CO	Partial	$14,967.47	Award 6/4/13 Group 1 Public Works & Utilities/Production & Pumping Div

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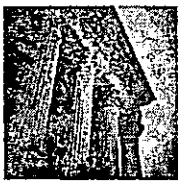

Bids On Solicitation

Vendor Solicitations System Admin Logout Help

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

Vendor Group Line

Solicitation: FB340090 Electronics Hardware

Close Date/Time: 5/24/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: PUBLIC WORKS & UTILITIES

Go to: 1

Return to the Bid List

Responses: 3

Group 1

Vendors	Complete	Group Total Net Bid
STANION WHOLESALE ELECTRIC CO	Complete	$14,967.47
R E PEDROTTI COMPANY INC	Complete	$15,629.00
SIEMENS ENERGY & AUTOMATION INC	In-Complete	$0.00

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Group 2

Vendors	Complete	Group Total Net Bid
R E PEDROTTI COMPANY INC	Complete	$8,220.00
STANION WHOLESALE ELECTRIC CO	In-Complete	$0.00
SIEMENS ENERGY & AUTOMATION INC	In-Complete	$0.00

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Group 3

Vendors	Complete	Group Total Net Bid
R E PEDROTTI COMPANY INC	Complete	$4,080.00
STANION WHOLESALE ELECTRIC CO	In-Complete	$0.00
SIEMENS ENERGY & AUTOMATION INC	In-Complete	$0.00

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Bid Results

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

Vendor Group Line

Solicitation: FB340095 Dishwasher Machine

Close Date/Time: 5/24/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: CMO - CULTURAL ARTS DIVISION

Return to the Bid List

Responses: 5

Vendors	Complete	Bid Total	City Comments
SAM TELL AND SON INC	Complete	$41,137.48	Award 06/04/2013 City Manager's Office/Cultural Arts Division
AAA RESTAURANT SUPPLY L.L.C.	Complete	$43,800.00	
SUNFLOWER RESTAURANT SUPPLY	Complete	$47,899.15	
IFE GROUP	Complete	$48,546.12	
MUCKENTHALER INCORPORATED	Complete	$49,656.00	

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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: FB340095 Dishwasher Machine **Close Date/Time: 5/24/2013 10:00 AM CST**

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: CMO - CULTURAL ARTS DIVISION

Go to: 001

Return to the Bid List

Responses: 5

Line 001 New Unused Current Production Dishwasher Machine Conveyor Type with Booster Heater. Bid price to include delivery, installation, start up of new dishwasher machine and disposal of existing dishwasher machine per project scope. Installation will include any electrical or plumbing as required or needed for proper equipment operation. Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SAM TELL AND SON INC	1	Lump Sum	$41,137.4800	$41,137.48	Complete	
AAA RESTAURANT SUPPLY L.L.C.	1	Lump Sum	$43,800.0000	$43,800.00	Complete	Manufacturer: Jackson WWS + Hatco (Booster) Model: AJ86CE + 05700-002-04-08+S45-208-3
SUNFLOWER RESTAURANT SUPPLY	1	Lump Sum	$47,899.1500	$47,899.15	Complete	Manufacturer: Hobart Model: CLPS86E+BUILDUP Booster Heater Hatco Model S-45
IFE GROUP	1	Lump Sum	$48,546.1200	$48,546.12	Complete	
MUCKENTHALER INCORPORATED	1	Lump Sum	$49,656.0000	$49,656.00	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: FB340093 Reprographic Services

Close Date/Time: 5/31/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Purchasing Department

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
TARRANT INC	Partial	$49,768.50	Defer to 6/10/2013 Various Departments, Boards & Agencies
RIDGWAY'S LLC	Partial	$50,770.00	
CITY BLUE PRINT	Partial	$77,408.50	

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Bid Results

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

Vendor Group Line

Solicitation: **FB340096** Install Water Utility Service Lines

Close Date/Time: 5/31/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **Water Distribution**

Return to the Bid List

Responses: **3**

Vendors	Complete	Bid Total	City Comments
MIES CONST INC	Complete	$345,000.00	Award 6-4-13 Public Works & Utilities Dept./Water Distribution Division
UTILITIES PLUS INC	Complete	$366,000.00	
DULING CONSTRUCTION CO INC	Complete	$400,000.00	

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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: **FB340096** Install Water Utility Service Lines

Close Date/Time: 5/31/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **Water Distribution**

Go to: 001

Return to the Bid List

Responses: 3

Line 001 Furnish Labor, Materials, and Equipment for the Installation of LONG Water Utility Service Lines.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIES CONST INC	200	Each	$925.0000	$185,000.00	Complete	
UTILITIES PLUS INC	200	Each	$995.0000	$199,000.00	Complete	
DULING CONSTRUCTION CO INC	200	Each	$1,100.0000	$220,000.00	Complete	

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Line 002 Furnish Labor, Materials, and Equipment for the Installation of SHORT Water Utility Service Lines.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIES CONST INC	200	Each	$800.0000	$160,000.00	Complete	
UTILITIES PLUS INC	200	Each	$835.0000	$167,000.00	Complete	
DULING CONSTRUCTION CO INC	200	Each	$900.0000	$180,000.00	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: **FB340098** Overhead Door Repair

Close Date/Time: 5/31/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Purchasing Department

Return to the Bid List

Responses: 4

Vendors	Complete	Bid Total	City Comments
ARK VALLEY DOOR	Complete	$43,000.00	Defer to 6-10-13 Various Departments, Boards & Agencies
D H PACE DOOR SERVICES	Complete	$49,960.00	
OVERHEAD DOOR COMPANY	Complete	$50,240.00	
CHENEY DOOR COMPANY INC	Complete	$73,100.00	

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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: **FB340099** Replace Windows Various Residential Site

Close Date/Time: 5/31/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Housing & Community Services

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
S & A CONSTRUCTION INC	Complete	$59,136.00	Award 6-4-13 Housing & Community Services Dept./Public Housing Division
ARAMBULA CONSTRUCTION CO INC	Complete	$59,562.00	
NEW WINDOWS FOR AMERICA-KS LLC	Complete	$63,850.00	

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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: **FB240162** Firefighter Protective Clothing

Close Date/Time: 3/1/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Fire Department

Return to the Bid List

Responses: 9

Vendors	Complete	Bid Total	City Comments
DANKO EMERGENCY EQUIP	Complete	$31,984.39	Bid Withdrawn-Gr 4, Incomplete Bid-Gr 5
MUNICIPAL EMERGENCY SERVICES INC	Complete	$172,319.77	Award 04/23/13, Grps 2 & 5, Fire Dept/Safety Div, Gr 1-Did not meet Specifications
ALL HANDS FIRE EQUIPMENT	Partial	$2,307.50	Award 04/23/13, Gr 6, Fire Dept/Safety Div
FIRE AND RESCUE SERVICES	Partial	$138,990.00	Groups 1 & 6-Did not meet Specifications
WEIS FIRE & SAFETY EQUIPMENT CO INC	Partial	$146,870.40	Group 1-Did not meet Specifications
CONRAD FIRE EQUIPMENT INC	Partial	$147,306.20	Group 1-Did not meet Specifications
MORNING PRIDE MFG	Partial	$154,700.80	Award 04/23/13, Group 1, Fire Dept/Safety Div
1ST DUE EMERGENCY RESPONSE SOLUTIONS	Partial	$169,616.75	Redirect Award 06/04/13, Gr 4 @ $21,714.30 Total (Line 11, Gr 4-Rejected), Gr 1-DNMS
CASCO INDUSTRIES, INC.	Partial	$177,409.04	Award 04/23/13, Group 3, Fire Dept/Safety Div, Gr 1-Did not meet Specifications

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EXHIBIT B

MORNING PRIDE MFG	In-Complete	$0.00
FIRE AND RESCUE SERVICES	In-Complete	$0.00
ALL HANDS FIRE EQUIPMENT	In-Complete	$0.00

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Group 4

Vendors	Complete	Group Total Net Bid
DANKO EMERGENCY EQUIP	Complete	$18,952.39
MUNICIPAL EMERGENCY SERVICES INC	Complete	$22,023.72
WEIS FIRE & SAFETY EQUIPMENT CO INC	In-Complete	$0.00
CONRAD FIRE EQUIPMENT INC	In-Complete	$0.00
MORNING PRIDE MFG	In-Complete	$0.00
FIRE AND RESCUE SERVICES	In-Complete	$0.00
ALL HANDS FIRE EQUIPMENT	In-Complete	$0.00
1ST DUE EMERGENCY RESPONSE SOLUTIONS	Partial	$21,714.30
CASCO INDUSTRIES, INC.	Partial	$22,928.79

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Group 5

Vendors	Complete	Group Total Net Bid
DANKO EMERGENCY EQUIP	Complete	$966.00
MUNICIPAL EMERGENCY SERVICES INC	Complete	$1,426.70
ALL HANDS FIRE EQUIPMENT	Complete	$1,465.00
CASCO INDUSTRIES, INC.	Complete	$1,574.50
1ST DUE EMERGENCY RESPONSE SOLUTIONS	Complete	$1,597.50
CONRAD FIRE EQUIPMENT INC	Complete	$2,535.00
WEIS FIRE & SAFETY EQUIPMENT CO INC	In-Complete	$0.00
MORNING PRIDE MFG	In-Complete	$0.00
FIRE AND RESCUE SERVICES	In-Complete	$0.00

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Group 6

Vendors	Complete	Group Total Net Bid
FIRE AND RESCUE SERVICES	Complete	$750.00
ALL HANDS FIRE EQUIPMENT	Complete	$842.50
MUNICIPAL EMERGENCY SERVICES INC	Complete	$859.95
CONRAD FIRE EQUIPMENT INC	Complete	$880.00
1ST DUE EMERGENCY RESPONSE SOLUTIONS	Complete	$899.75
CASCO INDUSTRIES, INC.	Complete	$919.75
DANKO EMERGENCY EQUIP	Complete	$966.00
WEIS FIRE & SAFETY EQUIPMENT CO INC	In-Complete	$0.00
MORNING PRIDE MFG	In-Complete	$0.00

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ALL HANDS FIRE EQUIPMENT	No Bid.
FIRE AND RESCUE SERVICES	No Bid.
MORNING PRIDE MFG	No Bid.
CONRAD FIRE EQUIPMENT INC	No Bid.
WEIS FIRE & SAFETY EQUIPMENT CO INC	No Bid.

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Line 003 GROUP 3: Hoods as per specifications APPROVED P84 HOODS: American Fireware, Protective Hood for Structural Firefighting, HD-FDP84-N, Rayon./Kevlar, Natural Color, Full Drape Style

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CASCO INDUSTRIES, INC.	100	Each	$26.9500	$2,695.00	Complete	As Specified
1ST DUE EMERGENCY RESPONSE SOLUTIONS	100	Each	$29.9500	$2,995.00	Complete	As Specified
MUNICIPAL EMERGENCY SERVICES INC	100	Each	$35.0000	$3,500.00	Complete	Option: Majestic P84 Hoods Bellow PAC-111-P84 @ $23.00
DANKO EMERGENCY EQUIP	100	Each	$39.0000	$3,900.00	Complete	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
MORNING PRIDE MFG					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
ALL HANDS FIRE EQUIPMENT					No Bid.	

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Line 004 GROUP 4: Helmets as per specifications APPROVED HELMETS: Morning Pride Ben 2 Plus Traditional, EZ Flips NFPA (Model No. BF PLUS) with accessories

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DANKO EMERGENCY EQUIP	80	Each	$196.0000	$15,680.00	Complete	
1ST DUE EMERGENCY RESPONSE SOLUTIONS	80	Each	$223.9500	$17,916.00	Complete	As Specified
CASCO INDUSTRIES, INC.	80	Each	$237.0000	$18,960.00	Complete	As Specified
MUNICIPAL EMERGENCY SERVICES INC	80	Each	$238.9900	$19,119.20	Complete	
ALL HANDS FIRE EQUIPMENT					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
MORNING PRIDE MFG					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	

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Line 005 GROUP 4: HELMET ACCESSORIES/REPLACEMENT PARTS EZ Flips NFPA

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	1	Each	$47.7700	$47.77	Complete	
DANKO EMERGENCY EQUIP	1	Each	$56.0000	$56.00	Complete	
1ST DUE EMERGENCY RESPONSE SOLUTIONS	1	Each	$59.9500	$59.95	Complete	As Specified
CASCO INDUSTRIES, INC.	1	Each	$63.9500	$63.95	Complete	As Specified
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	

MORNING PRIDE MFG					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
ALL HANDS FIRE EQUIPMENT					No Bid.	

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Line 006 GROUP 4: HELMET ACCESSORIES/REPLACEMENT PARTS Reflexite Trapezoids (8)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	1	Each	$1.9900	$1.99	Complete	
DANKO EMERGENCY EQUIP	1	Each	$5.0000	$5.00	Complete	
1ST DUE EMERGENCY RESPONSE SOLUTIONS	1	Each	$9.9500	$9.95	Complete	As Specified
CASCO INDUSTRIES, INC.	1	Each	$9.9900	$9.99	Complete	As Specified
ALL HANDS FIRE EQUIPMENT					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
MORNING PRIDE MFG					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	

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Line 007 GROUP 4: HELMET ACCESSORIES/REPLACEMENT PARTS Chin Straps - Nomex Quick Release Postman Slide

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	1	Each	$9.8000	$9.80	Complete	
DANKO EMERGENCY EQUIP	1	Each	$21.9900	$21.99	Complete	
1ST DUE EMERGENCY RESPONSE SOLUTIONS	1	Each	$28.5000	$28.50	Complete	As Specified
CASCO INDUSTRIES, INC.	1	Each	$28.9500	$28.95	Complete	As Specified
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
MORNING PRIDE MFG					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
ALL HANDS FIRE EQUIPMENT					No Bid.	

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Line 008 GROUP 4: HELMET ACCESSORIES/REPLACEMENT PARTS Padded Headband and Rachet Sizing System

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	1	Each	$18.6900	$18.69	Complete	
1ST DUE EMERGENCY RESPONSE SOLUTIONS	1	Each	$36.9500	$36.95	Complete	As Specified
CASCO INDUSTRIES, INC.	1	Each	$38.9500	$38.95	Complete	As Specified
DANKO EMERGENCY EQUIP	1	Each	$49.3700	$49.37	Complete	
ALL HANDS FIRE EQUIPMENT					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
MORNING PRIDE MFG					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	1	Sets	$10.8900	$10.89	Complete	
CASCO INDUSTRIES, INC.	1	Sets	$19.5000	$19.50	Complete	As Specified
1ST DUE EMERGENCY RESPONSE SOLUTIONS	1	Sets	$19.5000	$19.50	Complete	As Specified
DANKO EMERGENCY EQUIP	1	Sets	$19.9900	$19.99	Complete	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
MORNING PRIDE MFG					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
ALL HANDS FIRE EQUIPMENT					No Bid.	

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Line 010 GROUP 4: HELMET ACCESSORIES/REPLACEMENT PARTS Eagle Front Holder - Golden Alloy Plating Alum. w/ Hardware

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	1	Each	$20.4900	$20.49	Complete	
1ST DUE EMERGENCY RESPONSE SOLUTIONS	1	Each	$44.9500	$44.95	Complete	As Specified
DANKO EMERGENCY EQUIP	1	Each	$45.8900	$45.89	Complete	
CASCO INDUSTRIES, INC.	1	Each	$47.9500	$47.95	Complete	As Specified
ALL HANDS FIRE EQUIPMENT					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
MORNING PRIDE MFG					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	

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Line 011 GROUP 4: HELMET ACCESSORIES/REPLACEMENT PARTS Houston replacement front per department spec

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	1	Each	$44.0000	$44.00	Complete	
DANKO EMERGENCY EQUIP	1	Each	$50.0000	$50.00	Complete	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
MORNING PRIDE MFG					No Bid.	
CASCO INDUSTRIES, INC.					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
ALL HANDS FIRE EQUIPMENT					No Bid.	
1ST DUE EMERGENCY RESPONSE SOLUTIONS					No Bid.	

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Line 012 GROUP 4: Helmets as per specifications APPROVED HELMETS: Morning Pride Liteforce Plus (Training Helmet, Blue) with standard items

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	20	Each	$137.0000	$2,740.00	Complete	

DANKO EMERGENCY EQUIP	20	Each	$150.0000	$3,000.00	Complete	
1ST DUE EMERGENCY RESPONSE SOLUTIONS	20	Each	$178.9500	$3,579.00	Complete	As Specified
CASCO INDUSTRIES, INC.	20	Each	$187.0000	$3,740.00	Complete	As Specified
ALL HANDS FIRE EQUIPMENT					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
MORNING PRIDE MFG					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	

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Line 013 GROUP 4: HELMET ACCESSORIES/REPLACEMENT PARTS Ear Covers - Nomex/2 Layer FR Cotton - Yellow 2007

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	1	Sets	$10.8900	$10.89	Complete	
CASCO INDUSTRIES, INC.	1	Sets	$19.5000	$19.50	Complete	As Specified
1ST DUE EMERGENCY RESPONSE SOLUTIONS	1	Sets	$19.5000	$19.50	Complete	As Specified
DANKO EMERGENCY EQUIP	1	Sets	$24.1500	$24.15	Complete	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	
CONRAD FIRE EQUIPMENT INC					No Bid.	
MORNING PRIDE MFG					No Bid.	
FIRE AND RESCUE SERVICES					No Bid.	
ALL HANDS FIRE EQUIPMENT					No Bid.	

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Line 014 GROUP 5: LUMBAR BAG Sterling Mercury Lumbar Escape Bag - Item Code SR-F4MLFR50

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DANKO EMERGENCY EQUIP	5	Each	$0.0000	$0.00	Complete	no bid/ the Gemtor 556 is an equvelant to this product.
MUNICIPAL EMERGENCY SERVICES INC	5	Each	$107.9900	$539.95	Complete	
ALL HANDS FIRE EQUIPMENT	5	Each	$108.5000	$542.50	Complete	Bid price is for any quantity and includes shipping.
CASCO INDUSTRIES, INC.	5	Each	$123.9500	$619.75	Complete	As Specified
1ST DUE EMERGENCY RESPONSE SOLUTIONS	5	Each	$124.0000	$620.00	Complete	As Specified
CONRAD FIRE EQUIPMENT INC	5	Each	$321.0000	$1,605.00	Complete	The item bid is for CMC escape artist rescue system, part number 500300.
FIRE AND RESCUE SERVICES					No Bid.	
MORNING PRIDE MFG					No Bid.	
WEIS FIRE & SAFETY EQUIPMENT CO INC					No Bid.	

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Line 015 GROUP 5: BAG Gemtor Escape System Carry Bag Reversible with Removable Top Flap - Item Code GM-556C

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	5	Each	$57.9000	$289.50	Complete	
ALL HANDS FIRE EQUIPMENT	5	Each	$60.7500	$303.75	Complete	556 is a Hip-Mounted carry bag that will work on either the right or left hip.

June 3, 2013

Purchases Utilizing Government Entities Contracts
Cooperative Contracts and Agreements
Ordinance No. 38-122 Section 2.64.020 (j)

SUBJECT: Licenses, support, and benefits of, and for all Microsoft product in use at the City of Wichita

Three year renewal, June 2013, Year 1 payment of $615,898.20

Department: IT / IS Department

Vendor	Reference Authority	Total Cost
Software House International (SHI), per the State of Kansas Contract # 36093 for Software	Ordinance No. 38-122 Section 2.64.020 (j)	$615,898.20

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL JUNE 4, 2013

a. 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. (District II) - $120,450.00

b. 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) - $37,000.00

Agenda Item No. II-4a

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Petition for Storm Water Drain to Serve Woods North Third Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

- -

Recommendation: Approve the revised petition and amending resolution.

Background: On August 26, 2008, the City Council approved a petition for construction of a storm water drain to serve Woods North Addition. The improvement district has since been reduced, and the developer has submitted a new petition reflecting the re-platted area. The signatures on the petition represent 100% of the improvement district. The petition is valid per Kansas Statute.

Analysis: The project will provide a storm water drain system to serve a new residential development located south of 29th Street North, west of 127th Street East.

Financial Considerations: The cost and funding remain as previously approved.

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

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, petition, and amending resolution.

132019

First Published in the Wichita Eagle on June 7, 2013

RESOLUTION NO. 13-095

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 347 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84488** 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 **STORM WATER DRAIN NO. 347 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84488** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 08-064**, adopted on **February 5, 2008** and Resolution **No. 08-429** adopted on **August 26, 2008** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 347 (south of 29th St. North, west of 127th St. East) 468-84488.**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Five Hundred Thirty-Five Thousand Dollars ($535,000)** 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 4. 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:

WOODS NORTH 3RD ADDITION

Lots 1 through 21, Block A
Lots 1 through 18, Block B
Lots 1 through 24, Block C
Lots 1 through 50, Block D

GREENWICH BUSINESS CENTER ADDITION

Lots 3 and 4, Block 2
Lots 1 through 15, Block 3
Lots 1 through 3, Block 4

SECTION 5. 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 13 and 14, Block C, shall each pay 2/100,000 of the total cost of the improvements; Lot 15, Block C, shall pay 14/100,000 of the total cost of the improvements; Lot 22, Block D, shall pay 29/100,000 of the total cost of the improvements; Lot 20, Block C, shall pay 54/100,000 of the total cost of the improvements; Lot 10, Block C, shall pay 60/100,000 of the total cost of the improvements; Lot 17, Block C, shall pay 65/100,000 of the total cost of the improvements; Lots 11 and 19, Block C, shall each pay 67/100,000 of the total cost of the improvements; Lot 12, Block C, shall pay 68/100,000 of the total cost of the improvements; Lot 34, Block D, shall pay 75/100,000 of the total cost of the improvements; Lot 16, Block C, shall pay 77/100,000 of the total cost of the improvements; Lots 27 and 28, Block D, shall each pay 78/100,000 of the total cost of the improvements; Lot 23, Block D, shall pay 79/100,000 of the total cost of the improvements; Lot 26, Block D, shall pay 81/100,000 of the total cost of the improvements; Lot 29, Block D, shall pay 82/100,000 of the total cost of the improvements; Lots 24 and 25, Block D, shall each pay 83/100,000 of the total cost of the improvements; Lots 18 and 24, Block C, shall each pay 93/100,000 of the total cost of the improvements; Lot 9, Block C, shall pay 94/100,000 of the total cost of the improvements; Lot 30, Block D, shall pay 95/100,000 of the total cost of the improvements; Lot 21, Block C, shall pay

108/100,000 of the total cost of the improvements; Lots 22 and 23, Block C, and Lots 31, 32, and 33, Block D, shall each pay 118/100,000 of the total cost of the improvements; Lot 1, Block A, shall pay 128/100,000 of the total cost of the improvements; Lot 3, Block A shall pay 141/100,000 of the total cost of the improvements; Lot 2, Block A, shall pay 167/100,000 of the total cost of the improvements; Lot 12, Block A, shall pay 176/100,000 of the total cost of the improvements; Lots 10 and 11, Block A, shall each pay 184/100,000 of the total cost of the improvements; Lot 4, Block A, shall pay 191/100,000 of the total cost of the improvements; Lot 6, Block B, shall pay 197/100,000 of the total cost of the improvements; Lot 7, Block B, shall pay 200/100,000 of the total cost of the improvements; Lot 13, Block B, shall pay 245/100,000 of the total cost of the improvements; Lot 8, Block B, shall pay 248/100,000 of the total cost of the improvements; Lot 14, Block B, shall pay 261/100,000 of the total cost of the improvements; Lot 18, Block B, shall pay 266/100,000 of the total cost of the improvements; Lot 8, Block A, shall pay 269/100,000 of the total cost of the improvements; Lot 1, Block B, shall pay 273/100,000 of the total cost of the improvements; Lot 7, Block A, shall pay 278/100,000 of the total cost of the improvements; Lot 15, Block B, shall pay 298/100,000 of the total cost of the improvements; Lots 16 and 17, Block B, shall each pay 300/100,000 of the total cost of the improvements; Lot 10, Block B, shall pay 303/100,000 of the total cost of the improvements; Lot 5, Block A, shall pay 304/100,000 of the total cost of the improvements; Lot 6, Block A, and Lot 2, Block B, shall each pay 307/100,000 of the total cost of the improvements; Lot 11, Block B, shall pay 310/100,000 of the total cost of the improvements; Lots 3 and 9, Block B, shall each pay 316/100,000 of the total cost of the improvements; Lot 9, Block A, and Lot 12, Block B, shall each pay 319/100,000 of the total cost of the improvements; Lots 4 and 5, Block B, shall each pay 323/100,000 of the total cost of the improvements; Lot 4, Block C, shall pay 1,430/100,000 of the total cost of the improvements; Lot 43, Block D, shall pay 1,432/100,000 of the total cost of the improvements; Lot 17, Block A, shall pay 1,486/100,000 of the total cost of the improvements; Lot 9, Block D, shall pay 1,515/100,000 of the total cost of the improvements; Lot 18, Block A, shall pay 1,527/100,000 of the total cost of the improvements; Lot 5, Block C, shall pay 1,530/100,000 of the total cost of the improvements; Lot 16, Block A, shall pay 1,536/100,000 of the total cost of the improvements; Lot 41, Block D, shall pay 1,537/100,000 of the total cost of the improvements; Lot 42, Block D, shall pay 1,540/100,000 of the total cost of the improvements; Lot 3, Block C, shall pay 1,565/100,000 of the total cost of the improvements; Lot 44, Block D, shall pay 1,573/100,000 of the total cost of the improvements; Lot 10, Block D, shall pay 1,589/100,000 of the total cost of the improvements; Lot 21, Block A and Lot 50, Block D, shall each pay 1,593/100,000 of the total cost of the improvements; Lots 11 and 35, Block D, shall each pay 1,594/100,000 of the total cost of the improvements; Lot 45,

Block D, shall pay 1,601/100,000 of the total cost of the improvements; Lot 40, Block D, shall pay 1,603/100,000 of the total cost of the improvements; Lots 2 and 14, Block D, shall each pay 1,604/100,000 of the total cost of the improvements; Lot 13, Block D, shall pay 1,606/100,000 of the total cost of the improvements; Lot 3, Block D, shall pay 1,608/100,000 of the total cost of the improvements; Lot 2, Block C, and Lot 1, Block D, shall each pay 1,609/100,000 of the total cost of the improvements; Lot 20, Block A, and Lots 46, 47, 48, and 49, Block D, shall each pay 1,611/100,000 of the total cost of the improvements; Lots 36, 37, 38, and 39, Block D, shall each pay 1,612/100,000 of the total cost of the improvements; Lot 15, Block D, shall pay 1,615/100,000 of the total cost of the improvements; Lot 8, Block D, shall pay 1,617/100,000 of the total cost of the improvements; Lot 19, Block A, shall pay 1,620/100,000 of the total cost of the improvements; Lot 4, Block D, shall pay 1,621/100,000 of the total cost of the improvements; Lot 12, Block D, shall pay 1,622/100,000 of the total cost of the improvements; Lot 13, Block A, and Lot 16, Block D, shall each pay 1,629/100,000 of the total cost of the improvements; Lot 21, Block D, shall pay 1,630/100,000 of the total cost of the improvements; Lot 1, Block C, shall pay 1,631/100,000 of the total cost of the improvements; Lot 20, Block D, shall pay 1,633/100,000 of the total cost of the improvements; Lot 19, Block D, shall pay 1,634/100,000 of the total cost of the improvements; Lots 6, 7, and 8, Block C, shall pay 1,635/100,000 of the total cost of the improvements; Lots 5, 7, 17, and 18, Block D, shall each pay 1,636/100,000 of the total cost of the improvements; Lot 6, Block D, shall pay 1,641/100,000 of the total cost of the improvements; Lot 14, Block A shall pay 1,668/100,000 of the total cost of the improvements; and Lot 15, Block A shall pay 1,670/100,000 of the total cost of the improvements; all above lots being in WOODS NORTH 3RD ADDITION; and Lots 3 and 4, Block 2, Lots 1 through 15, Block 3, and Lots 1 through 3, Block 4, GREENWICH BUSINESS CENTER ADDITION shall each pay 187/100,000 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 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for 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 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested
thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. 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 10. 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 4th day of June 2013.

_____
CARL BREWER, MAYOR

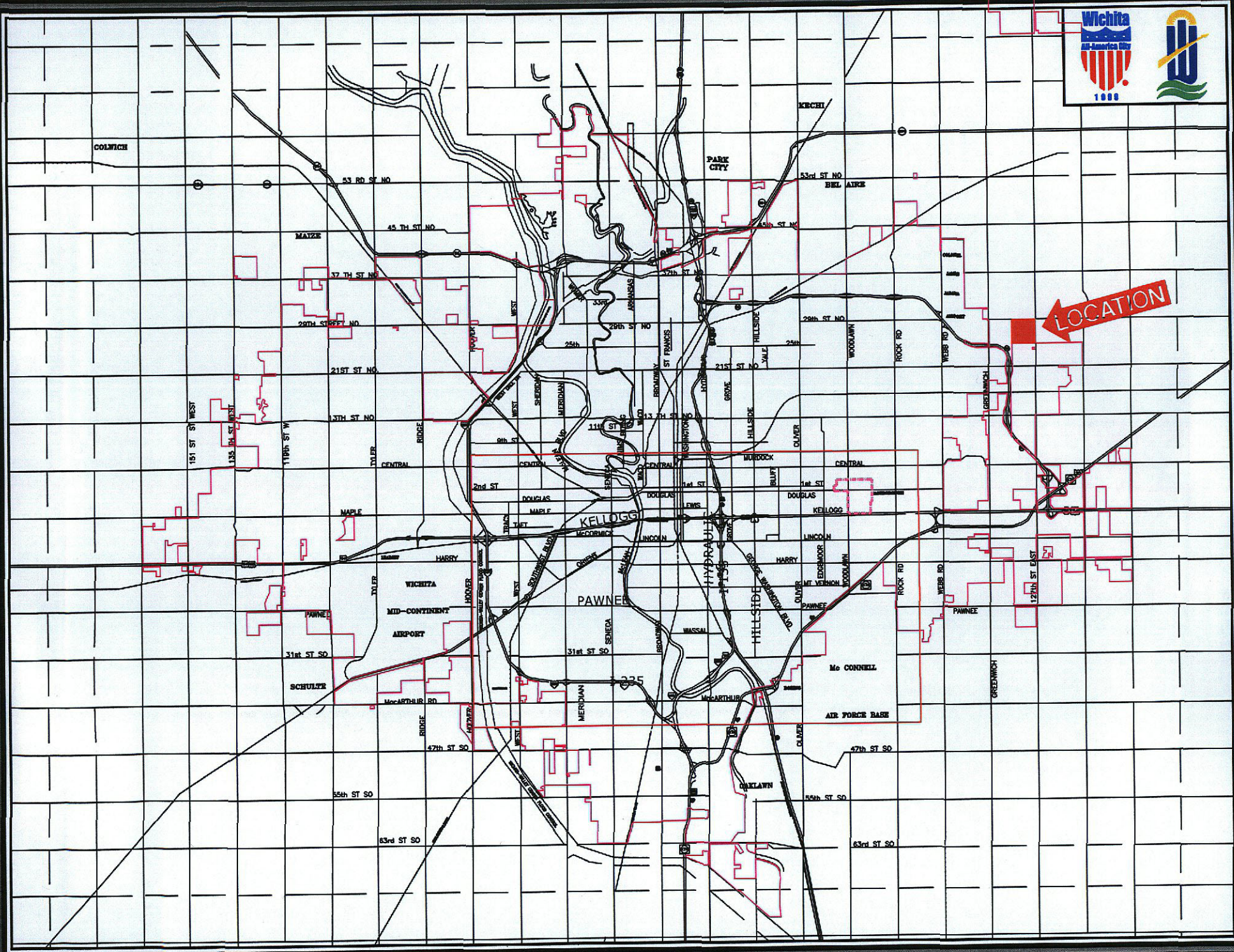
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW


LOCATION
Wichita
All-America City
1998
COLWICH
MAIZE
PARK CITY
KECHI
BEL AIRE
53 RD ST NO
45 TH ST NO
37 TH ST NO
29TH STREET NO
21ST ST NO
13TH ST NO
9th ST
2nd ST
CENTRAL
DOUGLAS
MAPLE
KELLOGG
McCORMICK
LINCOLN
HARRY
WICHITA
MID-CONTINENT
AIRPORT
PAWNEE
31st ST SO
SCHULTE
McARTHUR RD
47th ST SO
55th ST SO
63rd ST SO
I-235
HYDRAULIC
HILLSIDE
WASSAU
Mc CONNELL
AIR FORCE BASE
OAKLAWN
MURDOCK
MT VERNON
EDGEMOOR
WOODLAWN
ROCK RD
WEBB RD
GREENWICH
127th ST EAST
53rd ST NO
29th ST NO
25th
21ST ST NO
13 TH ST NO
11th ST
1st ST
151 ST WEST
135 TH ST WEST
119th ST W
TYLER
RIDGE
HOOVER
WEST
SHERIDAN
MERIDIAN
ARKANSAS
BROADWAY
ST FRANCIS
WASHINGTON
HILLSIDE
GROVE
YALE
OLIVER
BLUFF
LEWIS
TAFT
TRACY
SENECA
WACO
ORIENT
McLEAN
SOUTHWEST BLVD
GEORGE WASHINGTON BLVD

Agenda Item No. II-4b

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer to serve Meadowland Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

- -

Recommendation: Approve the petition.

Background: The signatures on the petition represent 100% of the improvement district. The petition is a requirement for a lot split and is valid per Kansas Statute.

Analysis: The project will provide sanitary sewer required for a new residential development located north of Kellogg, east of 127th Street East.

Financial Considerations: The petition totals $22,000. The funding source is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, petition, and resolution.

132019

First Published in the Wichita Eagle on June 7, 2013

RESOLUTION NO. 13-096

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 434, FOUR MILE CREEK SEWER (NORTH OF KELLOGG, EAST OF 127TH STREET EAST) 468-84881** 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 434, FOUR MILE CREEK SEWER (NORTH OF KELLOGG, EAST OF 127TH STREET EAST) 468-84881** 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 434, Four Mile Creek Sewer (north of Kellogg, east of 127th Street East) 468-84881.**

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 **Twenty-Two Thousand Dollars ($22,000)** 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 **June 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:

PARCEL "B'

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.

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: PARCEL "B" shall pay 100 percent 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 4th day of June, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

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

ENGINEERING REFERENCE #: 468-84881

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Jun 4, 2013 REQUEST DATE: Hold for LOC

PROJECT # : 480040 PROJECT TITLE: Lat 434, Four Mile Creek Sewer to serve Meadowland Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Lat 434, Four Mile Creek Sewer to serve Meadowland Addition

OCA # : 744348 OCA TITLE: Lat 434, Four Mile Creek Sewer to serve Meadowland Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$22,000.00	2999 Contractuals	$22,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$22,000.00	**EXPENSE TOTAL:**	$22,000.00

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RECEIVED

MAY -2 '13

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Lateral. 434, FMC

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84881

PARCEL "B"

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 petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the improvements is Twenty-Two Thousand Dollars ($22,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. 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 one percent per month from and after June 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 improvements for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. 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 improvements for which the improvement district is liable 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: PARCEL "B" shall pay 100 percent 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.

2. (a) It is requested that the improvement 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 to form one public improvement project.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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 occurs 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 if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
PARCEL "B"	William Lusk, Jr. Living Trust. dated May 26, 1994 By: _____ William Lusk, Jr., Trustee	5/2/13
	Aetna Trust UTA dated August 24, 1966 By: _____ William Lusk, Jr., a/k/a W. E. Lusk, Jr., Trustee	5/2/13

AFFIDAVIT

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

Name

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

262-7271
Telephone No.

Sworn to and subscribed before me this 2nd day of May 2013.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Karen Sublett, MMC
~~Deputy~~ City Clerk

MEADOWLAND ADDITION

Wichita, Sedgwick County, Kansas

SANITARY SEWER PETITION

Benefit District:

Parcel "B"

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	390	L.F.	$ 24.00	$ 9,360.00
Manhole	1	EA.	$ 2,500.00	$ 2,500.00
Stubs	1	EA.	$ 150.00	$ 150.00
Seeding	1	L.S.	$ 500.00	$ 500.00
Erosion Control	1	L.S.	$ 500.00	$ 500.00
Site Clearing and Restoration	1	L.S.	$ 3,000.00	$ 3,000.00
Subtotal				$ 16,010.00
+ 35 % Design, Insp., & Administration				$ 5,603.50
Total				$ 21,613.50

Petition Amount **$ 22,000**

Average Monthly Assessment **$ 163 (Based on 15 years @ 4%)**

5/2/2013
SS

Agenda Item No. II-4c

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Petition for Water Distribution System to Serve NewMarket V Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

- -

Recommendation: Approve the revised petition and amending resolution.

Background: On August 5, 2008, the City Council approved a petition for water distribution systems to serve NewMarket V Addition. The developer expanded the scope of the project and submitted a new petition with an increased budget, which was approved by the City Council on April 16, 2013. The developer has now submitted a second, revised petition reflecting a reduction in the estimated cost of improvements. The reduction is a result of using eight-inch, instead of 12-inch, pipe for a portion of the project area. The signature on the petition represents 100% of the improvement district. The petition is valid per Kansas Statute.

Analysis: The project will provide water distribution systems to serve a new commercial development located south of 29th Street North, west of Maize Road.

Financial Considerations: The total of the existing petition is $199,000. The total of the revised petition is $193,000. The funding source is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, petition, and amending resolution.

132019

First Published in the Wichita Eagle on June 7, 2013

RESOLUTION NO. 13-097

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90331 (SOUTH OF 29TH ST. NORTH, WEST OF MAIZE)** 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 **WATER DISTRIBUTION SYSTEM NUMBER 448-90331 (SOUTH OF 29TH ST. NORTH, WEST OF MAIZE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 08-410** adopted on **August 5, 2008** and Resolution **No. 13-063** adopted on **April 16, 2013** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90331 (south of 29th St. North, west of Maize).**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Ninety-Three Thousand Dollars ($193,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost 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 **April 19, 2013**, exclusive of the costs of temporary financing.

SECTION 4. 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:

NEWMARKET V ADDITION
Lot 1, Block 1

SECTION 5. 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.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, NEWMARKET V ADDITION, shall pay 100% of the total cost of the improvement.

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

SECTION 7. That the City Engineer shall prepare plans and specifications for 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 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. 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 10. 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 4th day of June, 2013

_____
CARL BREWER, MAYOR

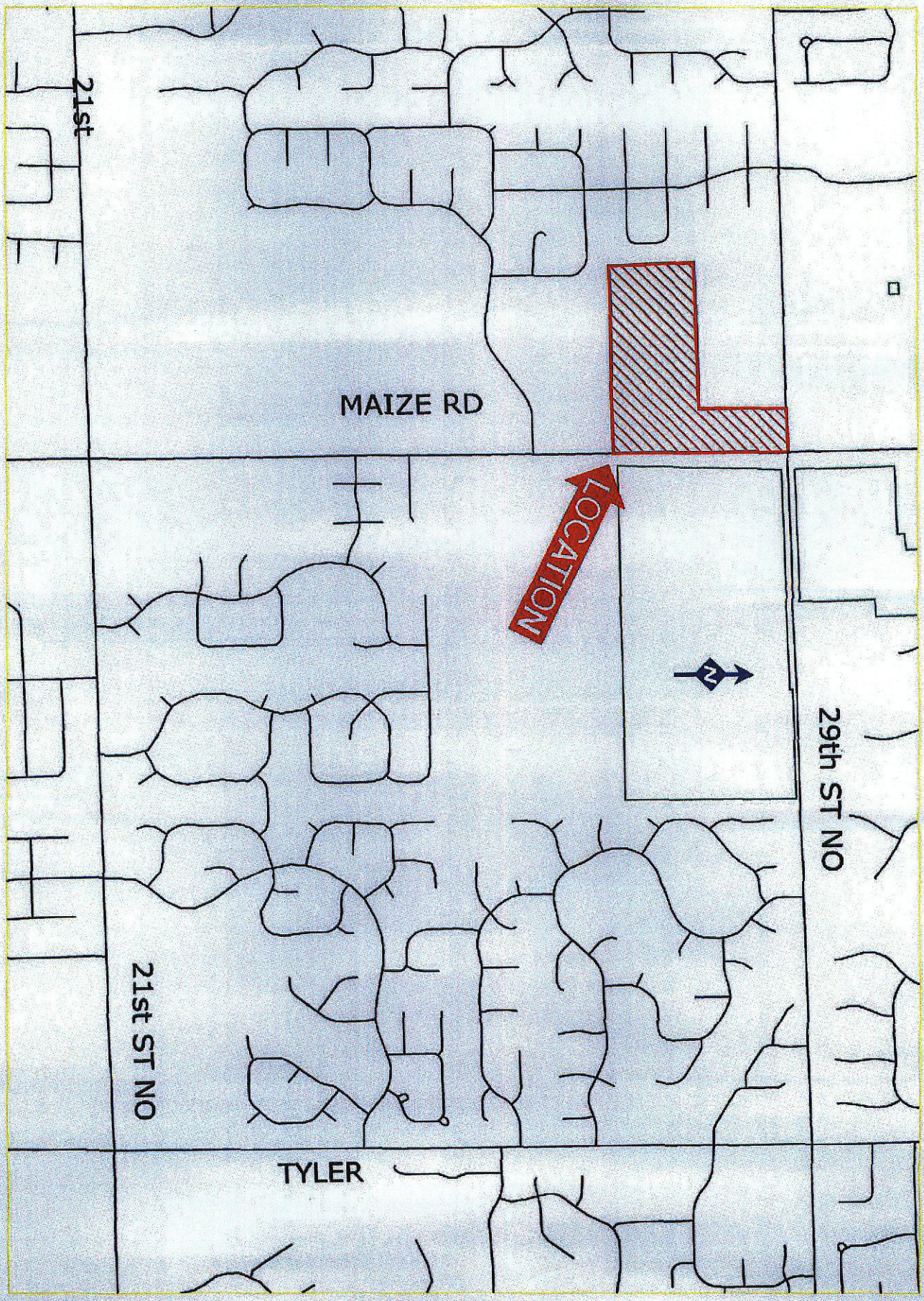
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW


29th ST NO
LOCATION
N
MAIZE RD
21st ST NO
TYLER
21st

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

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

ENGINEERING REFERENCE #: 448-90331

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Jun 4, 2013 REQUEST DATE: Jun 5, 2013

PROJECT # : 470159 PROJECT TITLE: WDS to serve Newmarket V Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: WDS to serve Newmarket V Addition

OCA # : 735486 OCA TITLE: WDS to serve Newmarket V Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$193,000.00	2999 Contractuals	$193,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$193,000.00	**EXPENSE TOTAL:**	$193,000.00

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: [signature] DATE: 05/15/13

DEPARTMENT HEAD: [signature] DATE: 05/16/13

BUDGET OFFICER: Catherine A. Hilley DATE: 5/17/13

CITY MANAGER: DATE:

4

RECEIVED

MAY - 2 '13

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
(04/18/13)

To the Mayor and City Council
Wichita, Kansas

Replaces 448-90331

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

NEWMARKET V ADDITION
Lot 1, Block 1

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being One Hundred Ninety-Three Thousand dollars ($193,000.00), with 100% percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after April 19, 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.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. 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.

(e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

PEC Project No. 35-05023-5697 & 35-12568-002-0042

That said Lot 1, Block 1, NewMarket V Addition shall pay 100% of the total cost of the improvement.

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 improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

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 occurs 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
NEWMARKET V ADDITION	NEWMARKET V, L.L.C.	
BLOCK 1 Lot 1	By: _____ Jerry Jones, Vice President	4/18/13

PEC Project No. 35-05023-5697 & 35-12568-002-0042

AFFIDAVIT

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

Pat Hartman
Name

303 S. Topeka, Wichita, KS 67202
Address

(316) 262-2691
Telephone No.

Sworn to and subscribed before me this 2nd day of May, 2013.

Jenis Edwards, CMC
Deputy City Clerk

Professional Engineering Consultants, P.A. 303 S. Topeka Wichita, Kansas 67202 Phone (316) 262-2691	**WATERLINE IMPROVEMENTS** **NEWMARKET V ADDITION** **PEC Project No. 35-05023-5697** Prepared by: SAD Estimate Date: 4/17/2013

PETITION ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	Pipe, WL 8"	365	LF	$ 30.00	$ 10,950.00
2	Pipe, WL 12" Directional Drilled	135	LF	$ 150.00	$ 20,250.00
3	Pipe, WL 12"	1500	LF	$ 40.00	$ 60,000.00
4	24"x12" Tapping Sleeve & Valve	1	EA	$ 2,500.00	$ 2,500.00
5	Valve Assembly, Anchored 6"	2	EA	$ 1,500.00	$ 3,000.00
6	Valve Assembly, Butterfly 12"	1	EA	$ 1,900.00	$ 1,900.00
7	Fire Hydrant Assembly	4	EA	$ 2,800.00	$ 11,200.00
8	Site Clearing	1	LS	$ 7,500.00	$ 7,500.00
9	Site Restoration	1	LS	$ 15,000.00	$ 15,000.00
10	Erosion Control	1	LS	$ 5,000.00	$ 5,000.00

Total Construction Estimate	$ 137,300.00
Contingency (10%)	$ 13,730.00
Project Costs (30%)	$41,190.00
TOTAL PROJECT COSTS	$192,220.00

PETITION AMOUNT	$193,000.00

O:\2005\05023\2013-04-17 Newmarket V Addition WL Petition Estimate.xlsx

Agenda Item No. II-4d

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer and Storm Water Drain to serve Huntington Park Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

- -

Recommendation: Approve the petitions and adopt the resolutions.

Background: The signatures on the petitions represent 100% of the improvement district. The petitions are a requirement for a lot split. The petitions are valid per Kansas Statute.

Analysis: The projects will provide sanitary sewer service and storm water drainage in a new commercial development located south of 13th Street, west of Maize Road.

Financial Considerations: The sanitary sewer petition totals $43,000, and the storm water drain petition totals $100,000. The funding source for both projects is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and resolutions.

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

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

ENGINEERING REFERENCE #: 468-84883

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Jun 4, 2013 REQUEST DATE:

PROJECT # : 480041 PROJECT TITLE: Lat136, WLK to serve Huntington Park Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Lat136, WLK to serve Huntington Park Addition

OCA # : 744349 OCA TITLE: Lat136, WLK to serve Huntington Park Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$43,000.00	2999 Contractuals	$43,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$43,000.00	**EXPENSE TOTAL:**	$43,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

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

ENGINEERING REFERENCE #: 468-84884

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Jun 4, 2013 REQUEST DATE:

PROJECT # : 485406 PROJECT TITLE: SWD388 to serve Huntington Park Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: SWD388 to serve Huntington Park Addition

OCA # : 751515 OCA TITLE: SWD388 to serve Huntington Park Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$100,000.00	2999 Contractuals	$100,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$100,000.00	**EXPENSE TOTAL:**	$100,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

751515
485406

RECEIVED

MAY - 8 '13

CITY CLERK OFFICE

STORM WATER DRAIN PETITION

To the Mayor and City Council
Wichita, Kansas

SWD # 388

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84884

PARCEL "A"

All of Lot 1, Huntington Park Addition, Wichita, Sedgwick County, Kansas TOGETHER WITH that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as beginning at the southeast corner of said Lot 1, said point also being a common lot corner with said Lot 2; thence S03°44'55"E along the easterly line of said Lot 2, 80.00 feet; thence S86°15'05"W, 368.50 feet to a point on the westerly line of said Lot 2; thence N03°44'55"W, along the westerly line of said Lot 2, 251.33 feet to a deflection corner in the westerly line of said Lot 2; thence N56°40'12"E along the westerly line of said Lot 2, 41.14 feet to a point on the northerly line of said Lot 2, said line being a curve having a 50.00 foot radius; thence southeasterly, easterly, and northeasterly along said curve, also being the northerly line of said Lot 2, for an arc distance of 106.17 feet to a deflection corner in the northerly line of said Lot 2; thence S88°33'55"E along the northerly line of said Lot 2, 53.63 feet to a common lot corner of said Lots 1 and 2; thence S03°44'55"E along the common lot line of said Lots 1 and 2, 187.42 feet to a common lot corner of said Lots 1 and 2; thence N86°15'05"E along the common lot line of said Lots 1 and 2, 191.99 feet to the point of beginning.

PARCEL "B"

Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas; EXCEPT that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as beginning at the southeast corner of said Lot 1, Huntington Park Addition, Wichita, Sedgwick County, Kansas, said point also being a common lot corner with said Lot 2; thence S03°44'55"E along the easterly line of said Lot 2, 80.00 feet; thence S86°15'05"W, 368.50 feet to a point on the westerly line of said Lot 2; thence N03°44'55"W, along the westerly line of said Lot 2, 251.33 feet to a deflection corner in the westerly line of said Lot 2; thence N56°40'12"E along the westerly line of said Lot 2, 41.14 feet to a point on the northerly line of said Lot 2, said line being a curve having a 50.00 foot radius; thence southeasterly, easterly, and northeasterly along said curve, also being the northerly line of said Lot 2, for an arc distance of 106.17 feet to a deflection corner in the northerly line of said Lot 2; thence S88°33'55"E along the northerly line of said Lot 2, 53.63 feet to a common lot corner of said Lots 1 and 2; thence S03°44'55"E along the common lot line of said Lots 1 and 2, 187.42 feet to a common lot corner of said Lots 1 and 2; thence N86°15'05"E along the common lot line of said Lots 1 and 2, 191.99 feet to the point of beginning; and EXCEPT that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 2; thence S88°26'57"W along the south line of said Lot 2, 368.77 feet to the southwest corner of said Lot 2; thence N03°44'55"W along the west line of said Lot 2, 223.00 feet; thence N88°26'57"E parallel to said south line, 368.77 feet to a point on the east line of said Lot 2; thence S03°44'55"E along the east line of said Lot 2, 223.00 feet to the point of beginning.

PARCEL "C"

That part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 2; thence S88°26'57"W along the south line of said Lot 2, 368.77 feet to the southwest corner of said Lot 2; thence N03°44'55"W along the west line of said Lot 2, 223.00 feet; thence N88°26'57"E parallel to said south line, 368.77 feet to a point on the east line of said Lot 2; thence S03°44'55"E along the east line of said Lot 2, 223.00 feet to the point of beginning.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

(a) That there be constructed a storm water drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the improvements is One Hundred Thousand Dollars ($100,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. 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 one percent per month from and after June 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 improvements for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. 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 improvements for which the improvement district is liable 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: PARCEL "A" shall pay 365/1000 of the total cost of the improvements; PARCEL "B" shall pay 321/1000 of the total cost of the improvements; and PARCEL "C" shall pay 314/1000 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.

2. (a) It is requested that the improvement 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 to form one public improvement project.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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 occurs 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 if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
PARCEL "A" **PARCEL "B"** **PARCEL "C"**	INTRUST Bank, N.A. By: _____ Daniel J. Eilert, Division Director	5/7/13

AFFIDAVIT

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

Name

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

262-7271
Telephone No.

Sworn to and subscribed before me this 8 day of May 2013.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

HUNTINGTON PARK ADDITION

Wichita, Sedgwick County, Kansas

STORM WATER SEWER PETITION

Benefit District: (1000 Fractions)
Parcel "A" (365 Fractions)
Parcel "B" (321 Fractions)
Parcel "C" (314 Fractions)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
30" Pipe	210	L.F.	$60.00	$12,600.00
24" Pipe	250	L.F.	$50.00	$12,500.00
Hydro Unit CL Manhole	1	EA.	$36,000.00	$36,000.00
Inlets	2	EA.	$3,000.00	$6,000.00
Seeding	1	L.S.	$500.00	$500.00
Erosion Control	1	L.S.	$1,000.00	$1,000.00
Site Clearing and Restoration	1	L.S.	$5,000.00	$5,000.00
Subtotal				$73,600.00
+ 35 % Design, Insp., & Administration				$25,760.00
Total				$99,360.00

Petition Amount		**$100,000**
Fractional Cost		**$100**
Average Monthly Assessment		**(Based on 15 years @ 4%)**
Parcel A	**365 Fractions**	**$270**
Parcel B	**321 Fractions**	**$237**
Parcel C	**314 Fractions**	**$232**

744349
480041

RECEIVED

MAY - 8 '13

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Lateral 136, WLK

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84883

PARCEL "A"

All of Lot 1, Huntington Park Addition, Wichita, Sedgwick County, Kansas TOGETHER WITH that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as beginning at the southeast corner of said Lot 1, said point also being a common lot corner with said Lot 2; thence S03°44'55"E along the easterly line of said Lot 2, 80.00 feet; thence S86°15'05"W, 368.50 feet to a point on the westerly line of said Lot 2; thence N03°44'55"W, along the westerly line of said Lot 2, 251.33 feet to a deflection corner in the westerly line of said Lot 2; thence N56°40'12"E along the westerly line of said Lot 2, 41.14 feet to a point on the northerly line of said Lot 2, said line being a curve having a 50.00 foot radius; thence southeasterly, easterly, and northeasterly along said curve, also being the northerly line of said Lot 2, for an arc distance of 106.17 feet to a deflection corner in the northerly line of said Lot 2; thence S88°33'55"E along the northerly line of said Lot 2, 53.63 feet to a common lot corner of said Lots 1 and 2; thence S03°44'55"E along the common lot line of said Lots 1 and 2, 187.42 feet to a common lot corner of said Lots 1 and 2; thence N86°15'05"E along the common lot line of said Lots 1 and 2, 191.99 feet to the point of beginning.

PARCEL "B"

Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas; EXCEPT that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as beginning at the southeast corner of said Lot 1, Huntington Park Addition, Wichita, Sedgwick County, Kansas, said point also being a common lot corner with said Lot 2; thence S03°44'55"E along the easterly line of said Lot 2, 80.00 feet; thence S86°15'05"W, 368.50 feet to a point on the westerly line of said Lot 2; thence N03°44'55"W, along the westerly line of said Lot 2, 251.33 feet to a deflection corner in the westerly line of said Lot 2; thence N56°40'12"E along the westerly line of said Lot 2, 41.14 feet to a point on the northerly line of said Lot 2, said line being a curve having a 50.00 foot radius; thence southeasterly, easterly, and northeasterly along said curve, also being the northerly line of said Lot 2, for an arc distance of 106.17 feet to a deflection corner in the northerly line of said Lot 2; thence S88°33'55"E along the northerly line of said Lot 2, 53.63 feet to a common lot corner of said Lots 1 and 2; thence S03°44'55"E along the common lot line of said Lots 1 and 2, 187.42 feet to a common lot corner of said Lots 1 and 2; thence N86°15'05"E along the common lot line of said Lots 1 and 2, 191.99 feet to the point of beginning; and EXCEPT that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 2; thence S88°26'57"W along the south line of said Lot 2, 368.77 feet to the southwest corner of said Lot 2; thence N03°44'55"W along the west line of said Lot 2, 223.00 feet; thence N88°26'57"E parallel to said south line, 368.77 feet to a point on the east line of said Lot 2; thence S03°44'55"E along the east line of said Lot 2, 223.00 feet to the point of beginning.

PARCEL "C"

That part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 2; thence S88°26'57"W along the south line of said Lot 2, 368.77 feet to the southwest corner of said Lot 2; thence N03°44'55"W along the west line of said Lot 2, 223.00 feet; thence N88°26'57"E parallel to said south line, 368.77 feet to a point on the east line of said Lot 2; thence S03°44'55"E along the east line of said Lot 2, 223.00 feet to the point of beginning.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the improvements is Forty-Three Thousand Dollars ($43,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. 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 one percent per month from and after June 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 improvements for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. 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 improvements for which the improvement district is liable 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: PARCEL "A" shall pay

365/1000 of the total cost of the improvements; PARCEL "B" shall pay 321/1000 of the total cost of the improvements; and PARCEL "C" shall pay 314/1000 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.

2. (a) It is requested that the improvement 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 to form one public improvement project.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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 occurs 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 if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
PARCEL "A" **PARCEL "B"** **PARCEL "C"**	INTRUST Bank, N.A. By: _____ Daniel J. Eilert, Division Director	5/7/13

AFFIDAVIT

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

Name

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

262-7271
Telephone No.

Sworn to and subscribed before me this 8 day of May 2013.

Deputy City Clerk

HUNTINGTON PARK ADDITION

Wichita, Sedgwick County, Kansas

SANITARY SEWER PETITION

Benefit District: (1000 Fractions)
Parcel "A" (365 Fractions)
Parcel "B" (321 Fractions)
Parcel "C" (314 Fractions)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	620	L.F.	$28.00	$17,360.00
Manhole	3	EA.	$2,500.00	$7,500.00
Stubs	2	EA.	$150.00	$300.00
Easement Grading	1	L.S.	$1,500.00	$1,500.00
Erosion Control	1	L.S.	$800.00	$800.00
Site Clearing and Restoration	1	L.S.	$5,000.00	$5,000.00
Subtotal				$32,460.00
+ 30 % Design, Insp., & Administration				$9,738.00
Total				$42,198.00

Petition Amount		**$43,000**
Fractional Cost		**$43**
Average Monthly Assessment		**(Based on 15 years @ 4%)**
Parcel A	**365 Fractions**	**$116**
Parcel B	**321 Fractions**	**$102**
Parcel C	**314 Fractions**	**$100**

132019

First Published in the Wichita Eagle on June 4, 2013

RESOLUTION NO. 13-098

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 388 (SOUTH OF 13TH, WEST OF MAIZE) 468-84884** 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. 388 (SOUTH OF 13TH, WEST OF MAIZE) 468-84884** 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. 388 (south of 13th, west of Maize) 468-84884.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Thousand Dollars ($100,000)** 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 **June 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:

PARCEL "A"

All of Lot 1, Huntington Park Addition, Wichita, Sedgwick County, Kansas TOGETHER WITH that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as beginning at the southeast corner of said Lot 1, said point also being a common lot corner with said Lot 2; thence S03˚44'55"E along the easterly line of said Lot 2, 80.00 feet; thence S86˚15'05"W, 368.50 feet to a point on the westerly line of said Lot 2; thence N03˚44'55"W, along the westerly line of said Lot 2, 251.33 feet to a deflection corner in the westerly line of said Lot 2; thence N56˚40'12"E along the westerly line of said Lot 2, 41.14 feet to a point on the northerly line of said Lot 2, said line being a curve having a 50.00 foot radius; thence southeasterly, easterly, and northeasterly along said curve, also being the northerly line of said Lot 2, for an arc distance of 106.17 feet to a deflection corner in the northerly line of said Lot 2; thence S88˚33'55"E along the northerly line of said Lot 2, 53.63 feet to a common lot corner of said Lots 1 and 2; thence S03˚44'55"E along the common lot line of said Lots 1 and 2, 187.42 feet to a common lot corner of said Lots 1 and 2; thence N86˚15'05"E along the common lot line of said Lots 1 and 2, 191.99 feet to the point of beginning.

PARCEL "B"

Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas; EXCEPT that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as beginning at the southeast corner of said Lot 1, Huntington Park Addition, Wichita, Sedgwick County, Kansas, said point also being a common lot corner with said Lot 2; thence S03˚44'55"E along the easterly line of said Lot 2, 80.00 feet; thence S86˚15'05"W, 368.50 feet to a point on the westerly line of said Lot 2; thence N03˚44'55"W, along the westerly line of said Lot 2, 251.33 feet to a deflection corner in the westerly line of said Lot 2; thence N56˚40'12"E along the westerly line of said Lot 2, 41.14 feet to a point on the northerly line of said Lot 2, said line being a curve having a 50.00 foot radius; thence southeasterly, easterly, and northeasterly along said curve, also being the northerly line of said Lot 2, for an arc distance of 106.17 feet to a deflection corner in the northerly line of said Lot 2; thence S88˚33'55"E along the northerly line of said Lot 2, 53.63 feet to a common lot corner of said Lots 1 and 2; thence S03˚44'55"E along the common lot line of said Lots 1 and 2, 187.42 feet to a common lot corner of said Lots 1 and 2; thence N86˚15'05"E along the common lot line of said Lots 1 and 2, 191.99 feet to the point of beginning; and EXCEPT that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 2; thence S88˚26'57"W along the south line of said Lot 2, 368.77 feet to the southwest corner of said Lot 2; thence N03˚44'55"W along the west line of said Lot 2, 223.00 feet; thence N88˚26'57"E parallel to said south line, 368.77 feet to a point on the east line of said Lot 2; thence S03˚44'55"E along the east line of said Lot 2, 223.00 feet to the point of beginning.

PARCEL "C"

That part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 2; thence S88˚26'57"W along the south line of said Lot 2, 368.77 feet to the southwest corner of said Lot 2; thence N03˚44'55"W along the west line of said Lot 2, 223.00 feet; thence N88˚26'57"E parallel to said south line, 368.77 feet to a point on the east line of said Lot 2; thence S03˚44'55"E along the east line of said Lot 2, 223.00 feet to the point of beginning.

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: PARCEL "A" shall pay 365/1000 of the total cost of the improvements; PARCEL "B" shall pay 321/1000 of the total cost of the improvements; and PARCEL "C" shall pay 314/1000 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 4th day of June 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 June 7, 2013

RESOLUTION NO. 13-099

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 136, WESTLINK SANITARY SEWER (SOUTH OF 13TH, WEST OF MAIZE) 468-84883** 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 136, WESTLINK SANITARY SEWER (SOUTH OF 13TH, WEST OF MAIZE) 468-84883** 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 136, Westlink Sanitary Sewer (south of 13th, west of Maize) 468-84883.**

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 **Forty-Three Thousand Dollars ($43,000)** 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 **June 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:

PARCEL "A"

All of Lot 1, Huntington Park Addition, Wichita, Sedgwick County, Kansas TOGETHER WITH that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as beginning at the southeast corner of said Lot 1, said point also being a common lot corner with said Lot 2; thence S03˚44'55"E along the easterly line of said Lot 2, 80.00 feet; thence S86˚15'05"W, 368.50 feet to a point on the westerly line of said Lot 2; thence N03˚44'55"W, along the westerly line of said Lot 2, 251.33 feet to a deflection corner in the westerly line of said Lot 2; thence N56˚40'12"E along the westerly line of said Lot 2, 41.14 feet to a point on the northerly line of said Lot 2, said line being a curve having a 50.00 foot radius; thence southeasterly, easterly, and northeasterly along said curve, also being the northerly line of said Lot 2, for an arc distance of 106.17 feet to a deflection corner in the northerly line of said Lot 2; thence S88˚33'55"E along the northerly line of said Lot 2, 53.63 feet to a common lot corner of said Lots 1 and 2; thence S03˚44'55"E along the common lot line of said Lots 1 and 2, 187.42 feet to a common lot corner of said Lots 1 and 2; thence N86˚15'05"E along the common lot line of said Lots 1 and 2, 191.99 feet to the point of beginning.

PARCEL "B"

Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas; EXCEPT that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as beginning at the southeast corner of said Lot 1, Huntington Park Addition, Wichita, Sedgwick County, Kansas, said point also being a common lot corner with said Lot 2; thence S03˚44'55"E along the easterly line of said Lot 2, 80.00 feet; thence S86˚15'05"W, 368.50 feet to a point on the westerly line of said Lot 2; thence N03˚44'55"W, along the westerly line of said Lot 2, 251.33 feet to a deflection corner in the westerly line of said Lot 2; thence N56˚40'12"E along the westerly line of said Lot 2, 41.14 feet to a point on the northerly line of said Lot 2, said line being a curve having a 50.00 foot radius; thence southeasterly, easterly, and northeasterly along said curve, also being the northerly line of said Lot 2, for an arc distance of 106.17 feet to a deflection corner in the northerly line of said Lot 2; thence S88˚33'55"E along the northerly line of said Lot 2, 53.63 feet to a common lot corner of said Lots 1 and 2; thence S03˚44'55"E along the common lot line of said Lots 1 and 2, 187.42 feet to a common lot corner of said Lots 1 and 2; thence N86˚15'05"E along the common lot line of said Lots 1 and 2, 191.99 feet to the point of beginning; and EXCEPT that part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 2; thence S88˚26'57"W along the south line of said Lot 2, 368.77 feet to the southwest corner of said Lot 2; thence N03˚44'55"W along the west line of said Lot 2, 223.00 feet; thence N88˚26'57"E parallel to said south line, 368.77 feet to a point on the east line of said Lot 2; thence S03˚44'55"E along the east line of said Lot 2, 223.00 feet to the point of beginning.

PARCEL "C"

That part of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 2; thence S88˚26'57"W along the south line of said Lot 2, 368.77 feet to the southwest corner of said Lot 2; thence N03˚44'55"W along the west line of said Lot 2, 223.00 feet; thence N88˚26'57"E parallel to said south line, 368.77 feet to a point on the east line of said Lot 2; thence S03˚44'55"E along the east line of said Lot 2, 223.00 feet to the point of beginning.

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: PARCEL "A" shall pay 365/1000 of the total cost of the improvements; PARCEL "B" shall pay 321/1000 of the total cost of the improvements; and PARCEL "C" shall pay 314/1000 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 4th day of June, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

Agenda Item No. II-5a

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Kansas Fallen Firefighters Memorial (District III)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter Deputy Fire Chief Elizabeth Snow, Wichita Fire Department is coordinating the Kansas Fallen Firefighters Memorial with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Kansas Fallen Firefighters Memorial October 12, 2013 11:30 pm – 2:30 pm

- Broadway Avenue, Lincoln Street to Zimmerly 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.

Agenda Item No. II-5b

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Couples Classic (District II)

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 Kevin Swinicki, GoRun Wichita is coordinating the Couples Classic with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Couples Classic June 16, 2013 6:00 am – 10:30 am

- Greenwich Road, K96 Bike Path to 21st Street North
- 21st Street North, K96 Bike Path to Greenwich Road
- Greenwich Road, 21st Street North to 19th Street North
- 19th Street North, Greenwich Road to Chateau Parkway
- Chateau Parkway, 19th Street North to 21st Street North
- 21st Street North, Chateau Parkway to Oak Creek Parkway

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.

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 for Remington Place Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On September 11, 2012, the City Council approved a design agreement with MKEC Engineering Consultants, Inc. (MKEC) in the amount of $27,600, for paving, water distribution, sanitary sewer, and storm water drainage improvements to Remington Place Addition (south of 21st Street North, east of Webb Road). On November 20, 2012, the City Council approved Supplemental Agreement No. 1, in the amount of $32,000, which provided construction engineering and staking of improvements. This brought the total design fee to $59,600.

Analysis: MKEC was required to provide additional inspection services for the sanitary sewer system beyond the original estimated scope, as the contractor went into liquidated damages and extended the duration of the project. In addition, they conducted weekly on-site meetings and fielded daily phone calls from the developer which were not anticipated in the original agreement, but were necessary to meet the demands of the developer. Supplemental Agreement No. 2 has been prepared to authorize compensation for these additional services.

Financial Considerations: The cost of the additional services is $9,450, bringing the total fee for services to $69,050. Payment is on a lump sum basis and is funded by special assessments. The contractor was fined $1,800 for liquidated damages.

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

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

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 11, 2012

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated September 11, 2012) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **REMINGTON PLACE ADDITION** (south of 21st Street North, east of Webb Road).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Additional or extended services due to contractor or developer issues (see attached for further details).

B. PAYMENT PROVISIONS

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

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Waterfront Eighth Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On April 16, 2013, the City Council approved a petition for sanitary sewer and paving improvements to serve Waterfront Eighth Addition, north of 13th Street North, east of Webb Road.

Analysis: The proposed agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of $26,600, and will be paid by special assessments.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

WATERFRONT 8TH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC. party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

LATERAL 60, MAIN 24 WAR INDUSTRIES SEWER serving lots 1 through 5, Block 1 and Lots 1 through 4, Block 2, Waterfront 8th Addition (north of 13th Street North, west of Greenwich) (Project No. 468 84871).

STONEGATE LANE from the east edge of North Lindberg Street to the west edge of North Veranda Street, Waterfront 8th Addition (north of 13th Street North, west of Greenwich) (Project No. 468 85097).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Waterfront 8th Addition and perform the PROJECT tasks outlined in the SCOPE OF SERVICES **(Exhibit A).**

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit A.**
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

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

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 468 94871	$2,700.00
Project No. 472 85097	$23,900.00
TOTAL	$26,600.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

_____
(Name & Title)

ATTEST:

_____

SCOPE OF SERVICES
Sewer and Paving Improvements for Waterfront 8th Addition
(north of 13th Street West, west of Greenwich)
(Project Nos. 468-84871, and 472-95097)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1** to Exhibit "A".

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

A. PHASE I – PLAN DEVELOPMENT
When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per **Attachment No. 1** to Exhibit "A".
3. Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 2** to Exhibit "A". The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way

easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

8. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** The ENGINEER shall include a conflict list for each utility, also posted to the FTP site. **Attachment No. 3 to Exhibit "A" is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City.** ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be complied into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities. ENGINEER shall coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
9. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes.
10. Shop Drawings. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
11. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
14. Project Milestones. The ENGINEER agrees to complete and deliver field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the City or agencies, or for other unavoidable delays beyond the control of the ENGINEER.
    (a) Field check plans of the project for distribution to utilities by 120 days from NTP.
    (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by 120 days from NTP.

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

Storm Water Pollution Prevention

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

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

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

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

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

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

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

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

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center iron, other set monuments
- center of manholes

II. WATERLINE

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

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

III. STORM SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center, inside face of curb inlets-Type 1 and Type 1A; center, at high edge of curb inlets-Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline-center, inside face of inlet; 15 ft/4 m offset in each direction, center to inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

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

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

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

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

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks –minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets-provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement-provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersection, and mainline pavement; should be separate plan sheets(s) with clear and project-specific details
- Storm Sewer-BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL-pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer-show deflection angles between MH's
- Curve Tables-should include bends, tees, valves, FH's etc. for waterlines; end-of-return, P.I.'s etc for paving.
- Should be able to accurately scale off plans

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date: _____

UTILITY: _____ Checked by_____ on _____

Utility Location:

☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary

☐ Utility will need to relocate ☐ Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

_____

_____

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

Weather Sensitive: ☐ Yes ☐ No If_yes, please explain: _____

Utility Plan Review:

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

_____

_____

Additional Information requested from Consultant: _____

_____

Please email this form on or before _____ **to:** _____

If relocation is necessary:

Estimated clear date:_____

Completed by _____**(utility representative) on** _____**(date)**

Upon completion of relocation:

Relocation complete on:_____

Completed by _____**(utility representative) on** _____**(date)**

Agenda Item No. II-9

CITY OF WICHITA
City Council Meeting
June 4, 2013

TO: Mayor and City Council Members

SUBJECT: Weapons Destruction

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Receive and file the report.

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

Analysis: The City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. A list of weapons being destroyed has been provided (attached), and includes Exhibit A – 36 long guns and 71 handguns. The destruction of the weapons will be witnessed and monitored by staff.

Financial Considerations: None.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

Attachment: List of weapons to be destroyed.

APRIL 2013 LONG GUNS TBD

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	09C12175	MOSSBERG	183DA		410	SB
2	09C9414	WINCHESTER	1200	L551254	12	SP
3	09C10098	MOSSBERG	88	MV91102G	12	SP
4	09C9414	US REPEATING ARMS	M200	P487158	12	SP
5	09C13552	WINCHESTER	94	4277452	30-30	RL
6	09C12962	ROMARM	GPWASR	1974FD2109	7.62	RI
7	09C13552					RB
8	07C80964	SAVAGE ARMS	1914	9430	22	RP
9	07C52006	WINCHESTER	9422	F611512	22	RL
10	97C60195 7.0	MOSSBERG	500A	J378695	12	SP
11	07C80964	WINCHESTER	1906	345485	22	RP
12	07C80964	LAKEFIELD	64B	L156387	22	RI
13	07C101347	MOSSBERG	500C	L668693	20	SP
14	07C69765	NORINCO	SKS	1629013	762	RI
15	07C101119	SAVAGE ARMS	160	C121681	22	RI
16	07C89971	MOSSBERG	600AT	H222609	12	SP
17	07C92840	REVELATION	350A		20	SS
18	07C84396	SMITH & WESSON	3000	FC55420	20	SP
19	07C80964	NORINCO	SKS	8156584	762	RI
20	07C74451	MOSSBERG	500A	P695432	12	SP
21	07C80964	SAVAGE ARMS	STEVENS 311	5100	12	SE
22	07C80964	REMINGTON	597		22	RI
23	09C20010	IVER JOHNSON		87349	16	SS
24	09C16875	BUSHMASTER	XM15E2S	L495914	223	RI
25	09C16875	MOSSBERG	NEW HAVEN	H752904	12	SP
26	09C16875	GLENFIELD	10		22	RB

EXHIBIT "A"

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	09C18739	REMINGTON	870LW	S514087K	20	SP
28	09C16875	NEW ENGLAND	PARDNER	NR242550	12	SS
29	09C16875	RUGER	1022	23635971	22	RI
30	09C15562	REMINGTON	SPORTSMAN 12	W078328M	12	SP
31	09C22107	SAVAGE ARMS	STEVENS MOD 67 SERIES E	D810802	12	SP
32	09C16875	UNION FIREARMS CO		12193	12	SI
33	09C20019	MARLIN	GLENFIELD 778	19815179	12	SP
34	09C16875	REMINGTON	1187	PC213670	12	SP
35	09C16875	CONNECTICUT VALLEY	BOBCAT		50	RU
36	09C16875	REMINGTON	514		22	RB
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APRIL HAND GUNS TBD

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	05C516041	BROWNING		245PY05798	9	PI
2	92C61299	COLT	USARMY1917	12345	45	PR
3	94C31767	ROHM	RG10	4718240	22	PR
4	97C52980 7.0	SMITH & WESSON	36-1	16J923	38	PR
5	09C12599	HI POINT	CF380	P823197	380	PI
6	09C10766	HI POINT	09	P1371132	9	PI
7	09C11085	TAURUS	PT145	NUG73551	45	PI
8	09C14853	HI POINT	JHP	X485167	45	PI
9	09C13552	CONNETICUT VALLEY ARMS		3359	30	PU
10	09C10662	JIMENEZ ARMS	JA380	034113	380	PI
11	09C6222	ROHM		075205	22	PD
12	09C9158	SPRINGFIELD	XD40	US292418	40	PI
13	09C15044	BRYCO ARMS	38	503824	380	PI
14	09C14917	HI POINT	JHP	X468751	45	PI
15	09C15024	HI POINT	JCP	X726430	40	PI
16	98C18035 7.0	RUGER	SECURITY-SIX	15021862	357	PR
17	97C93496 7.0	LORCIN	L380	250781	380	PI
18	98C32243 7.0	LORCIN	L9MM	L074991	9	PI
19	98C18035 7.0	RUGER	MKII	21721053	22	PI
20	07C73452	F. LLIPIETTA		22892	44	PU
21	07C73452			9069		PU
22	07C73452	ASM		A94419	36	PU
23	07C73452	CONNETICUT VALLEY		R330484	44	PU
24	07C73452			527683454498		PR
25	07C73452			919		R
26	N/A					

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	07C98658	KIMBER		K071037	45	PI
28	07C85845	WALTHER	P22	L157271	22	PI
29	07C65618	RG	RG14	L747318	22	PR
30	07C75016	LORCIN	L25	060600	25	PI
31	07C77075	ASTRA	A70	4042D	9	PI
32	96C60551 7.0	CLERKE	CLERKE 1ST	081327	32	PR
33	07C87476	RAVEN ARMS	P25	461973	25	PI
34	07C56876	CHARTER ARMS	UNDERCOVER	418931	38	PR
35	07C519426	JIMENEZ ARMS	JA380	034106	380	PI
36	07C98405	PHOENIX ARMS	RAVEN	3080328	25	PI
37	07C89330	JIMENEZ ARMS	JA NINE	039187	9	PI
38	07C79192	COBRA	FS380	FS019672	380	PI
39	07C99283	OMEGA	220	8864	22	PR
40	07C76074	ARMINIUS	HW38	540409	38	PR
41	07C88441	JENNINGS	BRYCO 59	208673	380	PI
42	94C109849 7.0	ROSCO		2706910	22	PR
43	07C92840	SMITH & WESSON	AIRWEIGHT	CCW1687	38	PR
44	07C100206	JENNINGS	BRYCO 58		9	PI
45	07C98658	INTRATECH	TEC-22	059757	22	PI
46	97C27191 7.0	COBRAY	M12	120002599	380	PI
47	09C16875	JC HIGGINS	88	796752	22	PR
48	09C21411	SPRINGFIELD	XD40	US292265	40	PI
49	09C18400	FIE	E15	83639	22	PR
50	09C15562	SMITH & WESSON	153	3K2109	38	PR
51	09C18744	TAURUS	PT92AF	TYK57411	9	PI
52	09C20626	BRYCO	48	574211	380	PI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
53	09C16875	RUGER	BLACKHAWK	4676895	45	PR
54	09C21732	TAURUS	PT140PRO	SBU29649	40	PI
55	09C19871	EUROSTAHL	WESTERN DERRINGER	21938	22	PD
56	09C17242	TITAN		D813537	25	PI
57	09C16470	CLERKE	CLERKE 1ST	229952	22	PR
58	09C19767	ROSSI	38	124823	38	PR
59	09C15558	GLOCK	23	BUB790US	40	PI
60	09C20049	HI POINT	JCP	X760398	40	PI
61	09C18431	ASTRA	CADIX		22	PR
62	09C16875	GLOCK	22	RE427US	40	PI
63	09C22823	INTRATEC	AB10	A055178	9	PI
64	09C16965	GLOCK	19	DZ099US	9	PI
65	09C16875	HI POINT	JHP	X427676	45	PI
66	09C16875	RUGER	MARK II	21268696	22	PI
67	09C15836	DAVIS	P380	AP295340	380	PI
68	09C16875	SMITH & WESSON	SW40V	PAM9238	40	PI
69	09C16875	SMITH & WESSON	38	167659	38	PR
70	09C503252	MAKAROV	P64	ES05583	9	PI
71	09C16875	SMITH & WESSON	59	A479395	9	PI
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Agenda item No. II-10

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Multi-Function Print Devices (MFP)

INITIATED BY: IT Department

AGENDA: Consent Agenda

Recommendation: Approve the selection and award the Lease Agreement for Multi-Function Print devices to Konica Minolta Business Solutions USA, Inc.

Background: The City of Wichita's IT Department provides copier/network printer/fax/scan Mulit-Function Print (MFP) devices for all City departments. The original five (5) year lease with a one (1) year extension for the current copier/network printer/fax/scan MFP devices is expiring this month. May 27, 2013 is the last payment date of the current contract in the monthly amount of $35,885 plus interest. The current cost per copy charge assessed by IT/IS is $0.05 for black and white impressions and $0.15 for color impressions which covers the cost for everything except paper and staples, including MFP device, software licenses and maintenance. MFP devices are funded from an internal service fund that provides devices for all City departments and divisions.

Analysis: A competitive Request for Proposal for a lease contract for Multi-Function Print (MFP) devices was mailed and issued to thirty five (35) firms with eleven (11) responses received. A Staff Screening and Selection Committee selected four (4) firms to interview and to provide demonstration MFP devices as part of the evaluation. The Committee reviewed and evaluated the proposals and demonstration units based on the evaluation criteria set forth in the Request for Proposal. The Konica MFP devices proposed by Konica Minolta Business Solutions USA, Inc. offered the lowest competitive price of $.025 cost per copy averaged for the six (6) different black and white models and $.042 cost per copy for the three (3) different color models. The Konica demonstration MFP devices were rated by the selection committee as one of the highest copy quality with easy to learn one panel interfaces for all of the different Konica MFP models. The Konica MFP devices can be remotely monitored and have the diagnostic capablilities for optimum service levels. The firm can provide a simple single cost per copy contract that will include all the required software, licenses, on-site maintenance for the term of the lease and would include all supplies except for paper and staples, along with easy customized billing options and quarterly reviews during the contract period.

Konica Minolta Business Solutions USA, Inc. is centrally located close to City Hall with a local inventory warehouse for parts and supplies. The firm has capable management and qualified full time customer service/training staff, a knowledgeable network/IT staff, and sixteen (16) factory certified trained technicians with an average tenure of sixteen (16) years who are available for the City's initial installation and ongoing support of this contract.

Financial Considerations: The cost per copy lease agreement will include an estimated quantity of 700,000 monthly impressions for an estimated 145 black and white and 28 color MFP devices for monthly not to exceed cost of $20,000. The award of this MFP device lease is within the departmental operating budget allowance.

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

Recommendations/Actions: It is recommended that the City Council approve the selection of Konica Minolta Business Solutions USA, Inc. and authorize Purchasing Manager signature for final negotiated Lease Agreement.

Attachment: CPC Lease Agreement

For office use only (Check one): ☐ Branch ☐ Windsor

KONICA MINOLTA

Premier Advantage CPP Agreement

APPLICATION NUMBER	AGREEMENT NUMBER

This Premier Advantage CPP Agreement ("Agreement") is written in "Plain English". The words **you** and **your** refer to the customer (and its guarantors). The words **Owner, we, us** and **our** refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME STREET ADDRESS

CITY STATE ZIP PHONE* FAX

BILLING NAME (IF DIFFERENT FROM ABOVE) BILLING STREET ADDRESS

CITY STATE ZIP E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under this guarantee, we shall provide, at no charge, an equivalent replacement.

CUSTOMER CONFIDENCE KONICA MINOLTA GUARANTEE

EQUIPMENT WITH CONSOLIDATED MINIMUMS

	Make/Model/Accessories	Serial #	Starting Meter
1			
2			
3			
4			
5			
6			

Cost Per Page - B&W* $ _____ Monthly Minimum Number of B&W Pages _____ B&W Overages* $ _____

Cost Per Page - Color* $ _____ Monthly Minimum Number of Color Pages _____ Color Overages* $ _____

☐ See attached schedule for additional Equipment / Accessories **plus applicable taxes*

TERM AND PAYMENT SCHEDULE

Number of Months _____ *Security Deposit $* _____ *(plus applicable taxes)*

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Konica Minolta Premier Finance

DATED OWNER SIGNATURE TITLE

CUSTOMER ACCEPTANCE

X

DATED FULL LEGAL NAME OF CUSTOMER (as referenced above) SIGNATURE TITLE

FEDERAL TAX I.D. # PRINT NAME

CONTINUING GUARANTY

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against you before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

X

PRINT NAME OF GUARANTOR SIGNATURE (NO TITLES) DATED

See reverse side for additional terms and conditions

1. AGREEMENT: You agree to rent from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. The "Billing Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return the Equipment as specified in your notice, within 10 days after the end of the term. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO CUSTOMER. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If Your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, You agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Owner or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Owner or its assignees) is the party to any service maintenance agreement.

4. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title (unless you have a $1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.**

6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resaleable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the rental term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a $1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to $75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. ASSIGNMENT: **YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment.

12. DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is more than 3 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer Confidence Guaranty; (b) retain your security deposit; (c)terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. SECURITY DEPOSIT: The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Owner. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

16. CUSTOMER GUARANTY: You agree to submit the original of the Agreement documents with the security deposit to the Owner via overnight courier the same day of the facsimile or electronic mail transmission of the signed documents. Should we fail to receive these originals, you agree to bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures. Customer waives the right to challenge in court the authenticity of a faxed or electronically mailed signed copy of this Agreement and the faxed or electronically mailed copy containing your faxed or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.

17. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) by a maximum of 10% of the existing charge, or if less, the maximum amount permitted by applicable law.

18. COMPUTER SOFTWARE: Not withstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S RENTAL PAYMENTS AND OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

KONICA MINOLTA

Premier Advantage CPP Pool Billing Schedule

APPLICATION NO.	AGREEMENT NO.

This Pool Billing Schedule is to be attached to and become part of the Item Description for the Agreement dated _____ by and between the undersigned and **Konica Minolta Premier Finance.**

POOL NAME:

Asset Location: _____

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1.			
2.			
3.			
4.			
5.			

Cost Per Page* $ _____ Monthly Minimum No. of Pages _____ Overages* $ _____ **plus applicable taxes*

POOL NAME:

Asset Location: _____

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1.			
2.			
3.			
4.			
5.			

Cost Per Page* $ _____ Monthly Minimum No. of Pages _____ Overages* $ _____ **plus applicable taxes*

POOL NAME:

Asset Location: _____

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1.			
2.			
3.			
4.			

Cost Per Page* $ _____ Monthly Minimum No. of Pages _____ Overages* $ _____ **plus applicable taxes*

POOL NAME:

Asset Location: _____

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1.			
2.			
3.			
4.			

Cost Per Page* $ _____ Monthly Minimum No. of Pages _____ Overages* $ _____ **plus applicable taxes*

OWNER ACCEPTANCE

DATED	OWNER	SIGNATURE	TITLE
	Konica Minolta Premier Finance		

CUSTOMER VERIFICATION

This Pool Billing Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

DATED	FULL LEGAL NAME OF CUSTOMER	SIGNATURE	TITLE
		X	

PRINT NAME _____

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Abatement of Unsafe Structures (Districts I, III, IV and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and ordinance.

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

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

Financial Considerations: Statements of Charges will be mailed to the property owners on June 14, 2013. The property owners have 30 days from date of statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for one year and placed on the 2013 tax roll.

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

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

Attachments: Property List – Special Assessments

Tax Key #	PIN #	Location		Amount	District #
D 04877-1	204727	1932 S Bonn	emergency board-up	$921.81	IV
C 13406	159078	2513 E Shadybrook Ln	emergency board-up	$847.98	I
C 11917	157537	2123 E 9th St N	emergency board-up	$978.70	I
B 07277	126849	638 S Pattie St	emergency board-up	$897.35	I
A 02012-2	101388	1556 N Waco	emergency board-up	$777.38	VI
C 00223	134914	347 N Ash	emergency board-up	$761.05	I
B 08663	128569	1407 S Saint Francis	emergency board-up	$587.00	III
D 14724	215903	128 N Joann	emergency board-up	$752.72	VI
B 11474	131778	1408 E Catalina	emergency board-up	$867.48	III
C 01297-A	136605	1728 N Kansas Ave	emergency board-up	$748.78	I
C 30839-1	176133	2640 N Vassar Ave	emergency board-up	$982.78	I

230200 **6 Affidavits**
6742 A83992

____ Published in the Wichita Eagle on **June 14, 2013**

ORDINANCE NO**. 49-509**

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

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

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

Legal of Parcel in Benefit District	**Assessment**
LOTS 25-27 PATTIE AVE. WOLLMAN'S ADD.	897.35
LOT 2 BLOCK 2 PARKMORE ADD.	978.70
LOT 18 BLOCK 10 SHADYBROOK ADD	847.98
LOTS 24-26-28 BLOCK 13 WHITLOCK'S REPLAT	921.81
W 96.3 FT S 6 FT LOT 1 & W 96.3 FT LOT 3 WACO AVE SHERWOODS ADD	777.38
LOTS 19-21 LITTLE'S SUB.	587.00
LOTS 47-49 EXC PT TAKEN IN COND. CASE 95 C 1056 BUTLER & FISHER'S SUB	761.05
LOT 6 BLOCK D MT CARMEL 4TH. ADD.	752.72

W 44 FT LOT 12 & E 15 FT LOT 13 BLOCK 13 RAINBOW FIRST ADD.	867.48
LOTS 24-26 BLOCK 3 KANSAS ADD.	748.78
ODD LOTS 39 THRU 47 INC. BLOCK 8 COLLEGE CREST ADD.	982.78

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2013** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

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

ADOPTED, at Wichita, Kansas, this **11th day of June, 2013**.

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form

_____

Gary E. Rebenstorf, Director of Law

Agenda Item No. II-12

CITY OF WICHITA
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Drainage Easement Across City Owned Property at the Northeast Corner of 55th Street South and Clifton (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the easement.

Background: In 2007, the City of Wichita acquired approximately 106 acres at the northeast corner of 55th Street South and Clifton via donation. There is a lake on the site with drainage to and from the lake. When acquired, there was discussion of the lake being incorporated into a drainage program to be constructed by Sedgwick County. The County is now prepared to initiate the drainage project and has requested that the City grant the drainage and temporary easements required for the project.

Analysis: The project requires a permanent easement encompassing 25.142 acres. The area impacted is mainly the existing lake and the drainage into and out of the lake. The project will improve and define the drainage areas and increase the retention capacity of the lake. Any surplus dirt from the project will be placed elsewhere on the site to mitigate existing low areas. Upon completion of the project, the County will be responsible for maintenance of the drainage areas. The City will be free to utilize the property as determined.

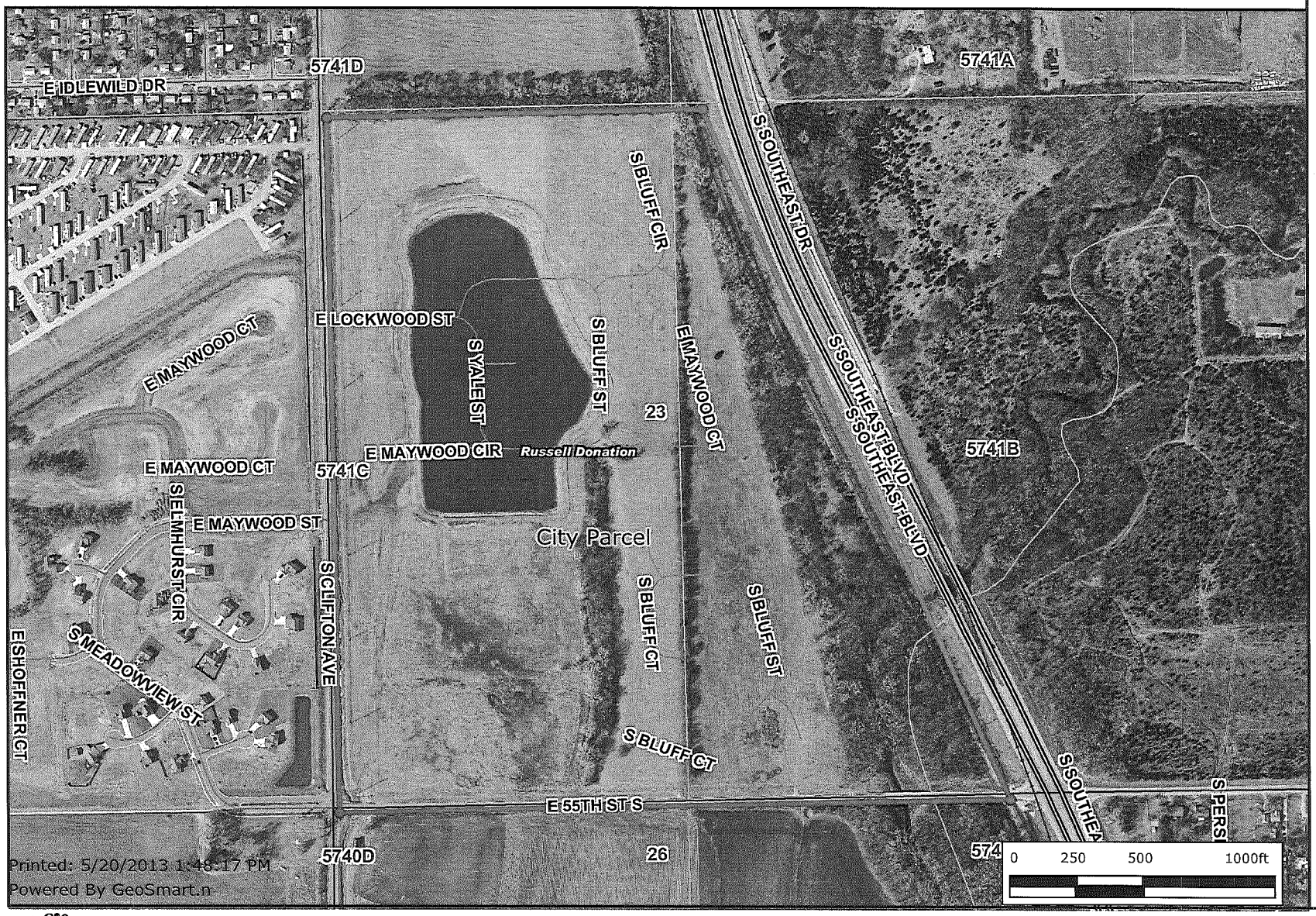
Financial Considerations: The County will be responsible for all costs associated with the project and will maintain the permanent easement.

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

Recommendation/Action: It is recommended that the City Council 1) approve the agreements; and 2) authorize the necessary signatures.

Attachments: Contract for Conveyance of Real Estate by Permanent Easement, tract map and aerial.

55th South and Clifton



Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp

Railroads

Township and Range

Section

Quarter Section

Waterways

Streams

Airports

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City Limits
- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Maize
- Mount Hope
- Mulvane
- Park City

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.

PROJECT: 55th and Clifton Drainage DATE: April 26, 2013

COUNTY: Sedgwick TRACT NO.: NA

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY PERMANENT EASEMENT

THIS AGREEMENT made and entered into this____day of_____, 2013, by and between:

The City of Wichita, State of Kansas (City) and Sedgwick County, Kansas (hereinafter, "County"),

WITNESSETH, For consideration as hereinafter set forth, City hereby agrees to convey a permanent drainage easement to the County over the following described real property in Sedgwick County to wit:

A portion of the East Half of the Southwest Quarter of Section 23, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows:

Commencing at the southwest corner of the East Half said Southwest Quarter; thence, along the south line of said Southwest Quarter on an assumed bearing of N88°45'41"E, 213.16 feet; thence, N01°14'19"W, 40.00 feet to the north line of the 55th Street right-of-way and being the Point of Beginning; thence, along said right-of-way line, S88°45'41"W, 93.05 feet; thence, along said right-of-way line, N33°51'31"W, 80.74 feet; thence, N14°42'34"E, 262.77 feet; thence, 225.79 feet on a curve concave to the southeast, having a radius of 475.00 feet, a chord bearing of N28°19'37"E, and a chord distance of 223.67 feet; thence, N41°56'40"E, 142.29 feet; thence, 164.72 feet on a curve concave to the northwest, having a radius of 225.00 feet, a chord bearing of N20°58'20"E, and a chord distance of 161.06 feet; thence, N00°00'00"E, 265.00 feet; thence, S90°00'00"W, 165.00 feet; thence, N00°00'00"E, 1220.00 feet; thence N90°00'00"E, 463.93 feet; thence, S24°52'36"E, 252.19 feet; thence, N65°07'24"E, 90.38 feet; thence, 398.50 feet on a curve concave to the northwest, having a radius of 325.00 feet, a chord bearing of N29°59'49"E, and a chord distance of 374.00 feet; thence, N05°07'46"W, 216.64 feet to the north line of said Southwest Quarter; thence, along said north line, N88°41'06"E, 150.33 feet; thence, S05°07'46"E, 206.64 feet; thence, 582.42 feet on a curve concave to the northwest, having a radius of 475.00 feet, a chord bearing of S29°59'49"W, and a chord distance of 546.61 feet; thence, S65°07'24"W, 90.38 feet; thence, S24°52'36"E, 380.00 feet; thence, S17°42'34"W, 535.77 feet; thence S90°00'00"W, 315.00 feet; thence, S00°00'00"E, 265.00 feet; thence, 274.53 feet on a curve concave to the northwest, having a radius of 375.00 feet, a chord bearing of S20°58'20"W, and a chord distance of 268.44 feet; thence S41°56'40"W, 142.29 feet; thence, 154.49 feet on a curve concave to the southeast, having a radius of 325.00, a chord bearing of S28°19'37"W, and a chord distance of 153.04 feet; thence, S14°42'34"W, 290.63 feet to the Point of Beginning.

Additionally, the City shall grant to the County a temporary construction easement over the

following described real property in Sedgwick County to wit:

The East Half of the Southwest Quarter of Section 23, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying North of 55th Street right of way and East of Clifton Street right of way.

The term of the temporary easement shall be 24 months after acquisition or 30 days after completion of construction, whichever is sooner. The easement documents will be prepared and executed at closing.

Excess soil from the project will be deposited within the temporary construction easement and in substantial conformance with the locations, grades and quantities shown on Sheet 15 of the project plans.

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

CITY:
City of Wichita, KS, a municipal corporation

_____
Carl Brewer, Mayor

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

ATTEST:

_____
Karen Sublett, City Clerk

COUNTY:
Board of County Commissioners of
Sedgwick County, Kansas

_____
James B. Skelton, Chairman
Fifth Disterict

APPROVED AS TO FORM:

_____
Robert W. Parnacott, Assistant
County Counselor

ATTEST:

_____
Kelly B. Arnold, County Clerk

Rev. 9-94
Form No. 1716

D. O. T.

PERMANENT EASEMENT FOR DRAINAGE

THIS EASEMENT FOR DRAINAGE, executed and delivered to the Board of County Commissioners of Sedgwick County, Kansas (hereinafter, "County") by City of Wichita, a municipal corporation hereinafter, "Owner").

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR AND NO CENTS $***1.00*** and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants, bargains, sells and conveys to County a permanent **drainage** easement **for the purposes of constructing, maintaining, and repairing stormwater ditches and retention structures** in, over, across and upon the following described premises, to wit:

A portion of the East Half of the Southwest Quarter of Section 23, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows:

Commencing at the southwest corner of the East Half said Southwest Quarter; thence, along the south line of said Southwest Quarter on an assumed bearing of N88°45'41"E, 213.16 feet; thence, N01°14'19"W, 40.00 feet to the north line of the 55th Street right-of-way and being the Point of Beginning; thence, along said right-of-way line, S88°45'41"W, 93.05 feet; thence, along said right-of-way line, N33°51'31"W, 80.74 feet; thence, N14°42'34"E, 262.77 feet; thence, 225.79 feet on a curve concave to the southeast, having a radius of 475.00 feet, a chord bearing of N28°19'37"E, and a chord distance of 223.67 feet; thence, N41°56'40"E, 142.29 feet; thence, 164.72 feet on a curve concave to the northwest, having a radius of 225.00 feet, a chord bearing of N20°58'20"E, and a chord distance of 161.06 feet; thence, N00°00'00"E, 265.00 feet; thence, S90°00'00"W, 165.00 feet; thence, N00°00'00"E, 1220.00 feet; thence N90°00'00"E, 463.93 feet; thence, S24°52'36"E, 252.19 feet; thence, N65°07'24"E, 90.38 feet; thence, 398.50 feet on a curve concave to the northwest, having a radius of 325.00 feet, a chord bearing of N29°59'49"E, and a chord distance of 374.00 feet; thence, N05°07'46"W, 216.64 feet to the north line of said Southwest Quarter; thence, along said north line, N88°41'06"E, 150.33 feet; thence, S05°07'46"E, 206.64 feet; thence, 582.42 feet on a curve concave to the northwest, having a radius of 475.00 feet, a chord bearing of S29°59'49"W, and a chord distance of 546.61 feet; thence, S65°07'24"W, 90.38 feet; thence, S24°52'36"E, 380.00 feet; thence, S17°42'34"W, 535.77 feet; thence S90°00'00"W, 315.00 feet; thence, S00°00'00"E, 265.00 feet; thence, 274.53 feet on a curve concave to the northwest, having a radius of 375.00 feet, a chord bearing of S20°58'20"W, and a chord distance of 268.44 feet; thence S41°56'40"W, 142.29 feet; thence, 154.49 feet on a curve concave to the southeast, having a radius of 325.00, a chord bearing of S28°19'37"W, and a chord distance of 153.04 feet; thence, S14°42'34"W, 290.63 feet to the Point of Beginning.

The above described contains 25.142 acres, more or less.

Furthermore, in return for said consideration, Owner hereby grants the County all rights of removal, use and ownership to any earth which shall be removed from said channel for making channel change, **said earth to be used elsewhere in the project area** and no further compensation shall be due Owner for any such removal or use of said earth by County.

OWNER(S)
CITY OF WICHITA, a municipal corporation

_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

This instrument was acknowledged before me on _____, 2013, by City of Wichita, a municipal corporation by Carl Brewer, Mayor and Karen Sublett, City Clerk.

(SEAL)

_____
Notary Public
My appointment expires: _____

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS THIS DAY OF _____, 2013.

RECOMMENDED:

_____
DAVID C. SPEARS P.E., DIRECTOR,
PUBLIC WORKS/COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

_____
JAMES B. SKELTON, CHAIRMAN
FIFTH DISTRICT

APPROVED AS TO FORM:

_____
ROBERT W. PARNACOTT, ASSISTANT
COUNTY COUNSELOR

ATTEST:

_____
KELLY B. ARNOLD, COUNTY CLERK
COUNTY CLERK

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, executed and delivered to the Board of County Commissioners of Sedgwick County, Kansas (hereinafter, "County") by City of Wichita, a municipal corporation (hereinafter, "Owner").

WITNESSETH:
That for and in consideration of the sum of ONE DOLLAR AND NO CENTS $***1.00*** and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants, bargains, sells and conveys to County a temporary easement for the **for the purposes of constructing, maintaining, and repairing stormwater ditches and retention structures** in, over, across and upon the following-described premises, to wit:

The East Half of the Southwest Quarter of Section 23, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying North of 55th Street right of way and East of Clifton Street right of way.

For the purpose of permitting all construction uses according to plans and specifications now on file in the office of the Sedgwick County Engineer. Said easement shall expire upon completion of the above described construction **or twenty-four (24) months, whichever is sooner.**

OWNER
CITY OF WICHITA, a municipal corporation

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

This instrument was acknowledged before me on _____, 2013, by City of Wichita, a municipal corporation by Carl Brewer, Mayor and Karen Sublett, City Clerk.

(SEAL)

_____
Notary Public
My appointment expires: _____

Approved as to Form

_____
Gary E. Rebenstorf, Director of Law

ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS THIS DAY OF _____, 2013.

RECOMMENDED:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

_____
DAVID C. SPEARS P.E., DIRECTOR,
PUBLIC WORKS/COUNTY ENGINEER

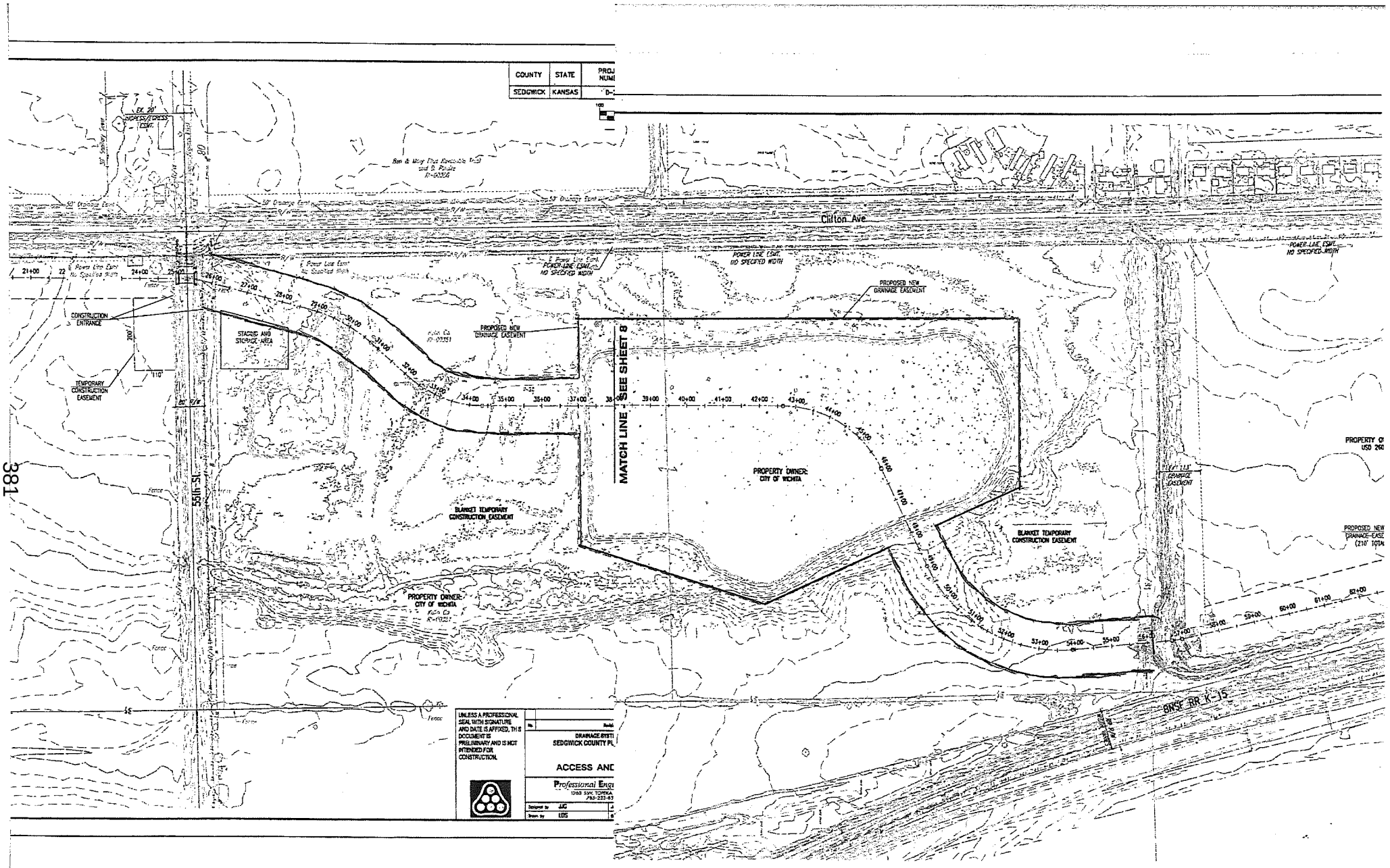
_____
JAMES B. SKELTON, CHAIRMAN
FIFTH DISTRICT

APPROVED AS TO FORM:

ROBERT W. PARNACOTT, ASSISTANT
COUNTY COUNSELOR

ATTEST:

KELLY B. ARNOLD, COUNTY CLERK
COUNTY CLERK


COUNTY
STATE
SEDGWICK
KANSAS
Clifton Ave
POWER LINE ESMT. NO SPECIFIED WIDTH
PROPOSED NEW DRAINAGE EASEMENT
CONSTRUCTION ENTRANCE
TEMPORARY CONSTRUCTION EASEMENT
STAGING AND STORAGE AREA
MATCH LINE - SEE SHEET 8
PROPERTY OWNER: CITY OF WICHITA
BLANKET TEMPORARY CONSTRUCTION EASEMENT
55th St.
BNSF RR K-15
UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED FOR CONSTRUCTION.
ACCESS AND
Professional Engi
Designed by JJC
Drawn by LDS

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Risk Management Information Software Upgrade (All Districts)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the contract.

Background: The City of Wichita self-insures and self-administers all workers compensation claims filed by City employees. Kansas workers compensation laws and rules are administered by the Kansas Division of Workers Compensation, as are administrative policies and regulatory mandates.

Riskmaster is the automated computer system used to record payment and claims data information for all City of Wichita self-insured workers compensation, third party vehicle liability claims, and personal injury claims reported by the Law Department that may be subject to Medicare Section 111 reporting. The Riskmaster division of Computer Sciences Corporation (CSC) is located in Farmington Hills, MI, and has been providing the City of Wichita with a reliable information system platform since before 1998. The system also provides reports of data used for actuarial purposes, Medicare quarterly reports, Kansas Department of Labor surveys and applications, internal safety reports, and commercial insurance applications.

Analysis: The current Riskmaster system used by the City of Wichita is 15 years old and few users remain on the platform. CSC has not announced a date to end support, but has made it clear that support will be ending for this system platform. Additionally, the State of Kansas announced that all self-insureds administering workers compensation benefits are required to begin electronic data interchanges by January 1, 2014, an operation that the current system will not support and thereby, not allow the City to comply and continue as a self-administered workers compensation claims entity.

Riskmaster software can be upgraded to Riskmaster X, CSC's current web-based risk management information system. Conversion to Riskmaster X would bridge a 15 year technology gap, minimize Medicare Section 111 reporting errors, shorten the conversion training period from that of a different system, allow field use, provide cost avoidance opportunities, expand reporting capabilities, and allow regulatory compliance with the Kansas Division of Workers Compensation's electronic data interchange mandate.

The IT Advisory Board reviewed and approved the proposal for conversion to Riskmaster X on April 3, 2013.

Financial Considerations: In CSC's effort to retain the City as a client, Riskmaster X is being offered at a 15% discount from regular pricing for $73,892.50, inclusive of the license fee, a prorated support fee for 2013, implementation costs and annual support of $5,775, saving the City of Wichita nearly $17,000. Upon expiration of the current support plan, this addendum extends support for an additional five (5) years, with the terms of renewal limited to the annual increase in the Consumer Price Index. Funding for these services is available in the Self-Insurance Fund.

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

Recommendation/Action: It is recommended that the City Council approve the Work Order and Service Addendum with Computer Sciences Corporation for software installation and training.

Attachments: Contract (Work Order and Service Addendum)

Agreement No. 99116-1 **Addendum No. __**

This Addendum is effective June 1, 2013, and is by and between **Computer Sciences Corporation** ("CSC") as successor in interest to DORN Technology Group, Inc. and **City of Wichita** ("Customer") located at 455 North Main Street, 12th Floor, Finance Department, Wichita, KS 67202 and is hereby made a part of and incorporated into the "Easy Contract" Standard Terms and Conditions Agreement No. 99116-1 ("Agreement") and any Addendums to the Agreement by and between DORN Technology Group, Inc. and Customer. In the event that any provision of this Addendum and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Addendum shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.

CSC and CUSTOMER hereby agree as follows:

1. CUSTOMER desires to license the following Software pursuant to the terms and conditions of the Agreement:

Software	Software Fee	Support Fee
Business Analytics Suite – 5 Power Users (includes BOE Professional, Webi / Deski Report Creation Module and Crystal Reports View along with a single Universe for Reporting and 5 Dashboard Users) and 5 Explorer Users	$25,000.00	$6,250.00
EDI Interface	$ 5,800.00	$1,450.00

2. Notwithstanding anything to the contrary in the Agreement, CSC and CUSTOMER agree that for CUSTOMER'S authorization to license such Software, CUSTOMER promises and agrees to pay CSC as follows upon execution hereof.

Software Amount:	**$30,800.00**
Less Discount:	**$ -7,700.00**
Net License Fee:	**$23,100.00**
Support Amount:	**$ 7,700.00**
Less Discount:	**$ -1,925.00**
Net Support Amount:	**$ 5,775.00**
Prorated Support Fee:	**$ 2,406.25 (6/1/13 – 10/31/13)**
Total Due on Execution:	**$25,506.25**
Additional Annual Support:	**$ 5,775.00 (See Note 1)**

3. All other terms and conditions of the Agreement shall remain in full force and effect.

Note 1: The above support fees are in addition to the current MESA / Support Services Plan fees. The amount due is prorated in accordance with the anniversary/renewal date of your MESA / Support Services agreement. CUSTOMER's support plan runs November to October. CUSTOMER's current support plan expires October 31, 2016. A support amount of $5,775.00 will be added to each remaining support year starting November 1, 2013 and invoiced in accordance with Customer's MESA Agreement. Upon expiration of the current support plan, the support term for this addendum may be extended for an additional 5 year term at the rate in effect for the immediately preceding support year at the time of renewal subject to a maximum increase equal to the percentage increase in the Consumer Price Index for all Urban Consumers

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(Professional Services) ("CPI"), published by the United States Bureau of Labor Statistics, from the immediately preceding January 1 at the time of renewal as adjusted annually for CPI.

Note 2: CSC's Business Analytics contains third party software ("Third Party Software") provided to CUSTOMER by CSC for use with the System and such Third Party Software is listed in Schedule A. The Third Party Software is provided to CUSTOMER in accordance with the attached Schedule A. CUSTOMER acknowledges that Business Analytics licensed pursuant to this Addendum is for use with the RISKMASTER System only.

CSC is sublicensing such to CUSTOMER as an Application-Specific license pursuant to the Application Provider Agreement with BOA dated effective January 15, 2001. CUSTOMER may use Business Analytics as a tool for creating reports from the RISKMASTER data universe and for displaying that data in a dashboard format. Even though Customer may use Business Analytics for said purposes with third party product data used in conjunction with RISKMASTER, CUSTOMER shall not be permitted in any instance to use Business Analytics solely with data generated from third party products. CUSTOMER is entitled to make a reasonable number of archive-only copies; however, only one (1) production copy of Business Analytics is permitted under this Application-Specific license.

Note 3: Authorized Location: 455 North Main Street, 12th Floor, Finance Department, Wichita, KS 67202.

CSC and CUSTOMER certify by their undersigned authorized agents that they have read this Addendum and the Agreement and agree to be bound by their terms and conditions.

CSC	CUSTOMER
Computer Sciences Corporation	City of Wichita
By: _____ (Authorized Signature) (in non-black ink, please)	By: _____ (Authorized Signature) Carl Brewer (in non-black ink, please) Mayor
Raghu Korrapati (Name)	_____ (Name)
Director, Insurance (Title)	_____ (Title)
_____ (Execution Date)	_____ (Execution Date)

)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

ATTEST:

Janis Edwards
Deputy City Clerk

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SCHEDULE A: THIRD PARTY SOFTWARE

The following Third Party Software is being provided as part of the System:

1.SAP Business Objects, formerly known as Business Objects of America ("BOA") software
The Licensed System includes one or more of the following BOA software products at CSC's discretion ("BOA Products"):

BusinessObjects End User Bundle, consisting of:

- SAP Business Objects Enterprise Professional for Query, Reporting, and Analysis (XI 3.1 SP3 or higher)
- SAP Business Objects Web Intelligence (XI 3.1 SP3 or higher)
- SAP Crystal Reports Viewer
- SAP Business Objects Dashboard (2008 or higher)
- SAP Business Objects Explorer (XI 3.2 or higher)

Customer's use of the BOA Products shall be subject to the following additional terms and conditions:

1.1 Restrictions.
Customer will not (a) modify, reverse engineer, or decompile the BOA Products; or (b) remove any of BOA's proprietary notices or legends, including any BOA trademark contained in or on the BOA Products or related BOA documentation.

1.2 No Consequential Damages.
IN NO EVENT SHALL BOA BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, AND THE LIKE) ARISING FROM OR IN RELATION TO THE USE OF THE BOA PRODUCTS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF BOA HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

1.3 Limitation of Liability.
IF, DESPITE ANY OF THE OTHER PROVISIONS OF THIS AGREEMENT, THERE SHALL BE ANY LIABILITY OF BOA TO CUSTOMER OR ANY THIRD PARTY THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED TO THE USE OF THE BOA PRODUCTS, BOA'S AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES, AND LOSSES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER FOR THE BOA PRODUCTS HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO THE MOST RECENT CLAIM. THIS LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE, SHALL APPLY EVEN IF BOA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIMS, LOSSES, OR DAMAGES, AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OTHER REMEDIES POSSESSED BY THE CUSTOMER OR ANY THIRD PARTIES. THIS LIMITATION OF LIABILITY REFLECTS AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES IN VIEW OF THE NATURE OF THIS TRANSACTION. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY.

1.4 Third Party Beneficiary
BOA is an intended third-party beneficiary of the additional terms and conditions contained in Section 1 of this Schedule A and is entitled to enforce such additional terms and conditions.

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Computer Sciences Corporation

Work Order

June 1, 2013 – Quote Valid Until 6/15/13

Agreement No. 99116-1 Work Order No. __

This Work Order is effective June 1, 2013, and is by and between **Computer Sciences Corporation** ("CSC") as successor in interest to DORN Technology Group, Inc. and **City of Wichita** ("Customer") located at 455 North Main Street, 12th Floor, Finance Department, Wichita, KS 67202 and is hereby made a part of and incorporated into the "Easy Contract" Standard Terms and Conditions Agreement No. 99116-1 ("Agreement") and any Addendums to the Agreement by and between DORN Technology Group, Inc. and Customer. In the event that any provision of this Work Order and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Work Order shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement. CSC and Customer hereby agree as follows:

Services – Riskmaster Accelerator Upgrade (RM World Customers) (see Requirement 1) / Business Analytics / EDI Interface

- Installation (see Requirement 3) - 7 Days @ $1,870 per day
- rmA End User Training (see Requirements 2 and 3) – 3 Days @ $1,870 per day
- Business Intelligence Training (see Requirements 2 and 3) 5 days @ 1,870 per day
- Custom Analysis** (see Requirement 4) - 35 Hours @ $140.25 per hour
- MMSEA Template Reconfiguration – 8 hours @ $140.25 per hour
- EDI Implementation (includes consulting for configuration and training) – 73 hours @ $140.25 per hour
- Project Management - 29 hours @ $140.25 per hour

Total Estimated Services: $48,386.25*

*Services are discounted by 15%.

**Custom Analysis includes the effort for updating Customer's Performance System Interface, as well as effort to "X-out" the first five (5) Social Security digits of employees as well as removing employee birth dates.

Requirements:

1. The above requires that Customer (a) currently utilizes RM World and (b) meets all the criteria for the upgrade documented on RISKMASTER.com, including but not limited to hardware setup.
2. CSC requires two days of training. However, Customer acknowledges CSC's recommendation that a third or fourth day of training may be needed.
3. All installation and training must be at Customer site. Training classes may not exceed 12 persons per session.
4. Review custom scripts and any other custom applications and provide a written report of the recommendation, including an estimate of scripting modifications needed. Actual scripting modifications shall be subject to a separate Work Order.
5. Project Management is on a time and material basis.

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Agreement No. 99116-1 Work Order No. __

Assumptions:

- The quote provided assumes installation for two environments. If additional environments need to be installed additional days would need to be quoted.

- This work order does not cover assistance that may be desired / requested on date of "go-live". This can be processed as a change request if Customer later requires CSC assistance. Creation of check stock is 4.0 hours per check stock. This includes creation, deployment and testing. This is optional service and not included in the above packages.
- Custom analysis will determine the impact of the upgrade, and if any additional effort may be required.

Note 1: Customer Responsibility - It is recommended that the customer configure their infrastructure to allow for testing of RISKMASTER Accelerator prior to putting the application into a Production environment.

Note 2: Customer is responsible for all travel costs including airfare, hotel, meals and ground transportation. CUSTOMER will pay one-way travel time for CSC personnel in fulfilling time and material tasks at the hourly rate of $140.25 per person hour. Customer must pre-approve all travel expenses.

Note 3: Customer acknowledges that the above amounts are good faith estimates based upon the information known to CSC. Estimates are not intended as price or performance guarantee. Estimates are for budgetary purposes only. The estimate should not be deemed an absolute cap nor does it transform this scope of work into a fixed fee agreement.

Note 4: In the event Customer cancels or reschedules a services appointment (e.g. including but not limited to training or installation) with CSC, within fourteen days (14) of the scheduled date, Customer shall pay CSC a cancellation / rescheduling charge equal to eight (8) hours of services, plus any non-refundable expenses (including but not limited to airfare, hotel, car rental etc.) incurred by CSC.

Customer and CSC certified by the undersigned authorized agent that they have read this Work Order and Agreement and accepts the standard terms and conditions.

CSC	**Customer**
Computer Sciences Corporation	**City of Wichita**
By: _____	**By:** _____
(Authorized Signature) (in non-black ink, please)	(Authorized Signature) (in non-black ink, please)
Raghu Korrapati	_____
(Name)	(Name)
Director, Insurance	_____
(Title)	(Title)
_____	_____
(Execution Date)	(Execution Date)

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Agenda Item No. II-14

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Technical Budget Adjustment – ADA Purchased Rides

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the technical budget adjustment.

Background: The 2013 Adopted Budget includes $580,000 for Special Services programs in the Other Expenditures category for grant match. Due to changes in the MAP-21 transportation bill, Transit can use fewer federal funds to support purchased ADA rides. Eligible activities and funding allowances were unknown when the 2013 budget was adopted. Transit must use local or KDOT funds to support the portion of the rides that are not eligible under FTA funding. KDOT funds are not available until July 1st, 2013 so the local fund will be charged for rides until July. Because of changes to how purchased ADA rides are paid, this budget authority should be recharacterized as a Contractual expenditure, rather than Other (Grant Match) expenditure.

Analysis: The change will be reflected in the 2013 Revised Budget, but the adjustment needs to be made in advance so that vendors can be paid in a timely manner.

Financial Considerations: There will be no increase in the total expenditures for Transit Special Services or the Transit Fund. The change is an adjustment of $580,000 from the Other Expenditures category to the Contractual category.

Legal Considerations: City Council approval is required for budget transfers in excess of $25,000.

Recommendations/Actions: It is recommended that the City Council approve the technical budget adjustment from Other Expenditures to Contractual Expenditures in an amount not to exceed $580,000 in the Special Services budget.

Attachments: None

CITY OF WICHITA
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Partial Release of Easement at 1761 North Arkansas (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the quit claim deed and access easement.

Background: In 1940, the City of Wichita acquired drainage easements along the east bank of the Little Arkansas River. One of the affected properties was 1761 North Arkansas. At this location, the west 66.7 feet of the property was acquired. The area acquired by the City was left largely undeveloped. Sometime prior to 1968, a garage was added to the single-family residence on the site. This garage was built into the drainage easement. Additionally, the access to the garage was over the lot to the north that had been acquired by the City for access to the drainage easement. After several changes of ownership, the current owners desired to sell the property. While reviewing documents for the pending sale, the encroachment was discovered. Until the encroachment is cured, either through acquisition of the burdened land or demolition of the encroaching improvements, the property is not marketable.

Analysis: The owners have approached the City seeking to have a portion of the easement area sufficient to cure the encroachment released. City staff, including Stormwater and Parks and Recreation have reviewed the easement and determined that the easterly portion of the easement, containing 2,707.2 square feet, was not required for drainage purposes. Release of this area will eliminate the encroachment. To allow formal access to the garage, an access agreement over the City-owned tract north of the property will also be granted. The City will retain ownership of the northerly tract to provide access to the drainage easement.

Financial Considerations: The owner will be responsible for all costs associated with surveying, describing and memorializing the release and easement. After the transaction is completed, the released parcel will return to the tax rolls and the City will be relieved of any maintenance responsibilities.

Legal Considerations: The Law Department has approved the release and easement agreements as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the agreements; and 2) authorize the necessary signatures.

Attachments: Quit claim deed, access easement, survey and aerial map.

1761 North Arkansas

Property Parcels

Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

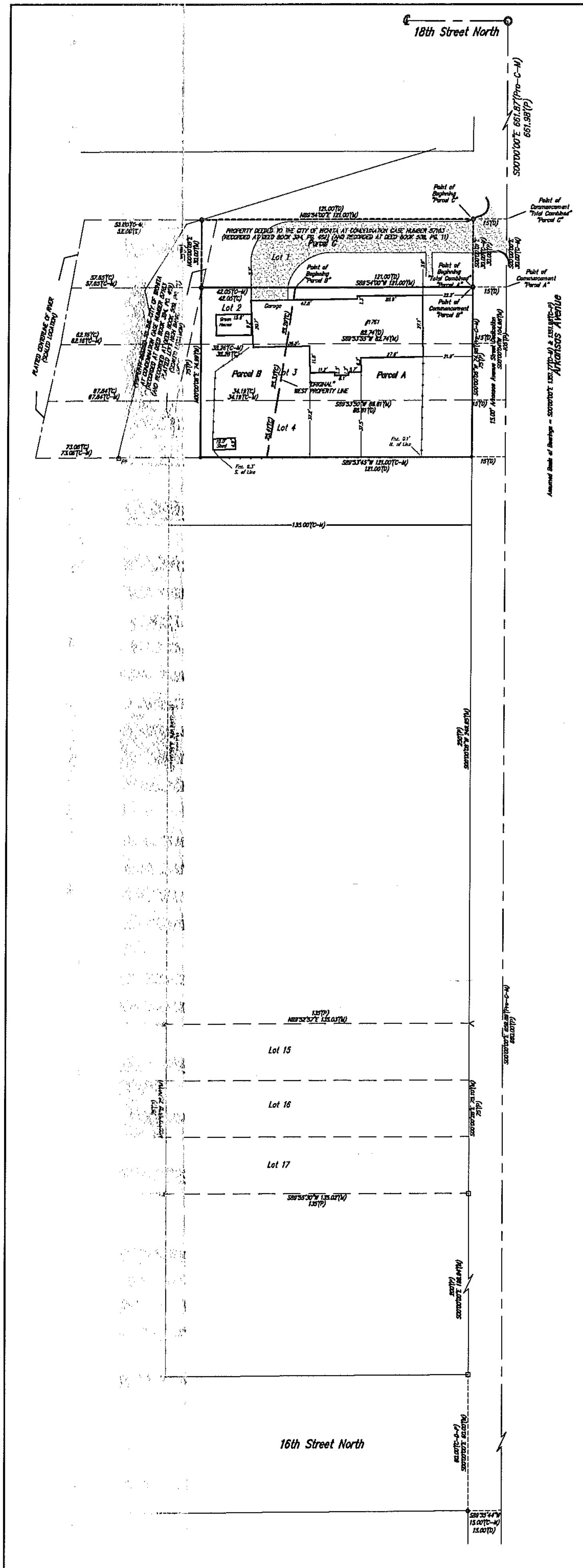
Airports

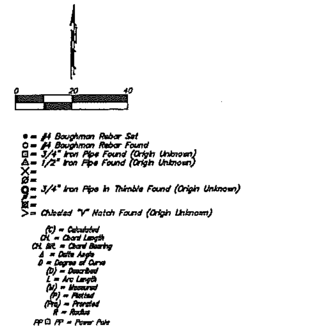
SDERASTER.S-DEDATA.ORTH-O1FT

SDERASTER.S-DEDATA.ORTH-O

City Limits
- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Maize
- Mount Hope
- Mulvane
- Park City

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.





State of Kansas)
SS
County of Sedgwick)

Wynn
May 14, 2013

We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that, under the supervision of the undersigned, we did on this 7th day of May, 2013, perform a survey of the following:

Total Combined Legal Description:
A portion of Lots 2, 3 and 4, except the east 15 feet thereof for street, on Arkansas Avenue, Johnston and Brown's Addition to Wichita, Kansas, Sedgwick County, Kansas more particularly described as commencing at the northeast corner of said Lot 2; thence west along the north line of said Lot 2, 15.00 feet to the point of beginning; thence south parallel with the east line of said Lots 2, 3 and 4, 75.00 feet to a point on the south line of said Lot 4, said point being 15.00 feet west of the southeast corner of said Lot 4; thence west along the south line of said Lot 4, 121.00 feet, said point being 136.00 feet west of the southeast corner of said Lot 4; thence north 75.00 feet, more or less, to a point on the north line of said Lot 2, and the south line of Lot 1 in said Johnston and Brown's Addition, said point being 136.00 feet west of the northeast corner of said Lot 2 and 136.00 feet west of the southeast corner of said Lot 1; thence east along the north line of said Lot 2, and the south line of said Lot 1, 121.00 feet to the Point of Beginning.
Subject property contains 9,073.7 Square Feet, or 0.208 Acres.

"Parcel A"
A portion of Lots 2, 3 and 4, except the east 15 feet thereof for street, on Arkansas Avenue, Johnston and Brown's Addition to Wichita, Kansas, Sedgwick County, Kansas more particularly described as commencing at the northeast corner of said Lot 2; thence west along the north line of said Lot 2, 15.00 feet to the point of beginning; thence south parallel with the east line of said Lots 2, 3 and 4, 75 feet to a point on the south line of said Lot 4, said point being 15.00 feet west of the southeast corner of said Lot 4; thence west along the south line of said Lot 4, 91.35 feet to a point and 106.35 feet west of the southeast corner of said Lot 4, said point being on the east line of property deeded to the City of Wichita at Deed Book 384, Page 459, and at Deed Book 509, Page 11; thence northeasterly along the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11, 25.41 feet, more or less, to a point on the north line of said Lot 4, and the south line of said Lot 3, said point being 101.81 feet west of the northeast corner of said Lot 4, and 101.81 feet west of the southeast corner of said Lot 3; thence northeasterly along the east line of property deeded to the City of Wichita at Deed Book 384, Page 459, and at Deed Book 509, Page 11, 25.33 feet, more or less, to a point on the north line of said Lot 3, and the south line of said Lot 2, said point being 97.74 feet west of the northeast corner of said Lot 3, and 97.74 feet west of the southeast corner of said Lot 2; thence northeasterly along the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11, 25.29 feet, more or less, to a point on the north line of said Lot 2, and the south line of Lot 1, in said Johnston and Brown's Addition, said point being 93.95 feet west of the northeast corner of said Lot 2, and 93.95 feet west of the southeast corner of said Lot 1; thence east along the north line of said Lot 2 and the south line of said Lot 1, 78.95 feet to the Point of Beginning.
Subject property contains 6,366.5 Square Feet, or 0.146 Acres.

"Parcel B"
A portion of Lots 2, 3 and 4 on Arkansas Avenue, Johnston and Brown's Addition to Wichita, Kansas, Sedgwick County, Kansas more particularly described as commencing at the northeast corner of said Lot 2; thence west along the north line of said Lot 2, 93.95 feet to a point on the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11 and for a point of beginning; thence southwesterly along the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11, 25.29 feet, more or less, to a point on the south line of said Lot 2, and the north line of said Lot 3, said point being 97.74 feet west of the southeast corner of said Lot 2, and 97.74 feet west of the northeast corner of said Lot 3; thence southwesterly along the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11, 25.33 feet, more or less, to a point on the south line of said Lot 3, and the north line of said Lot 4, said point being 101.81 feet west of the southeast corner of said Lot 3, and 101.81 feet west of the northeast corner of said Lot 4; thence southwesterly along the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11, 25.41 feet, more or less, to a point on the south line of said Lot 4, said point being 106.35 feet west of the southeast corner of said Lot 4; thence west along the south line of said Lot 4, 29.65 feet to a point 136.00 feet west of the southeast corner of said Lot 4; thence north, 75.00 feet, more or less, to a point on the north line of said Lot 2, said point being 136.00 feet west of the northeast corner of said Lot 2; thence east along the north line of said Lot 2, 42.05 feet to the Point of Beginning.
Subject property contains 2,707.2 Square Feet, or 0.062 Acres

Parcel C:
A portion of Lot 1, except the east 15 feet thereof for street, on Arkansas Avenue, Johnston and Brown's Addition to Wichita, Kansas, Sedgwick County, Kansas more particularly described as commencing at the southeast corner of said Lot 1; thence west along the south line of said Lot 1, 15.00 feet to the point of beginning; thence continue west along the south line of said Lot 1, 121.00 feet; thence north, 30.00 feet, more or less, to a point on the north line of said Lot 1, said point being 136.00 feet west of the northeast corner of said Lot 1; thence east along the north line of said Lot 1, 121.00 feet to a point 15.00 feet west of the northeast corner of said Lot 1; thence south parallel with the east line of said Lot 1, 30.00 feet to the Point of Beginning.
Subject property contains 3,630.0 Square Feet, or 0.083 Acres.

The accompanying sketch is a true and correct exhibit of said survey based on actual field measurements where the monuments are of the character and occupy the positions as indicated.

Preston A Stewart #1386   Date

NOTES:
1. The existence of underground storage facilities, buried foundations, pipelines, or any other subsurface structure may be present. All visible above ground evidence of underground structures or appurtenances have been shown. Additional subsurface exploration work or detailed record data will be required to further delineate any subsurface conditions not defined by this survey.
2. Baughman Company, P.A. has not researched any title examination of subject property. An abstract or title insurance company would need to be contacted to research and provide to

Baughman

Boundary Survey
1761 N. Arkansas
Wichita, Sedgwick County, Kansas

REVISIONS	APPROVED MGC	DRAWN PAS
	SCALE 1"=20'	DATE May 14, 2013

QUIT CLAIM DEED

THIS INDENTURE, Made this ____ day of _____, 2013, between the City of Wichita, Kansas, a municipal corporation, herein referred to as Grantor, and Robert E. and Teresa A. Wynn, herein referred to as Grantee.

WITNESSETH:

That said Grantor, in consideration of the sum of ONE DOLLAR, the receipt of which is hereby acknowledged, does by these presents, remise, release and quit claim a pipe line easement and any and all pipe line appurtenances, unto said Grantee, their heirs and assigns, all the following described real estate situated in the City of Wichita, County of Sedgwick and State of Kansas, to-wit:

A portion of Lots 2, 3 and 4 on Arkansas Avenue, Johnston and Brown's Addition to Wichita, Kansas, Sedgwick County, Kansas more particularly described as commencing at the northeast corner of said Lot 2; thence west along the north line of said Lot 2, 93.95 feet to a point on the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11 and for a point of beginning; thence southwesterly along the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11, 25.29 feet, more or less, to a point on the south line of said Lot 2, and the north line of said Lot 3, said point being 97.74 feet west of the southeast corner of said Lot 2, and 97.74 feet west of the northeast corner of said Lot 3; thence southwesterly along the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11, 25.33 feet, more or less, to a point on the south line of said Lot 3, and the north line of said Lot 4, said point being 101.81 feet west of the southeast corner of said Lot 3, and 101.81 feet west of the northeast corner of said Lot 4; thence southwesterly along the east line of property deeded to the City of Wichita recorded at Deed Book 384, Page 459, and at Deed Book 509, Page 11, 25.41 feet, more or less, to a point on the south line of said Lot 4, said point being 106.35 feet west of the southeast corner of said Lot 4; thence west along the south line of said Lot 4, 29.65 feet to a point 136.00 feet west of the southeast corner of said Lot 4; thence north, 75.00 feet, more or less, to a point on the north line of said Lot 2, said point being 136.00 feet west of the northeast corner of said Lot 2; thence east along the north line of said Lot 2, 42.05 feet to the Point of Beginning.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the Grantor had hereunto set its hand the day and year first above written.

THE CITY OF WICHITA, KANSAS:

_____

Carl Brewer, Mayor

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged, before me this _____ day of _____, 2013 by Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation.

_____
Notary Public

*My Commission Expires:*_____

GRANT OF EASEMENT

For the sum of One Dollar and No/ 100 dollars ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, the City of Wichita, Kansas, a municipal corporation, herein referred to as Grantor hereby grants and conveys to Robert E. and Teresa A. Wynn, husband and wife, their successors, heirs and assigns, ("Grantees") a perpetual easement in and over, upon and across the Easement Area (described below), for the purposes of ingress and egress.

The Easement Area is described as:

> A portion of Lot 1, except the east 15 feet thereof for street, on Arkansas Avenue, Johnston and Brown's Addition to Wichita, Kansas, Sedgwick County, Kansas more particularly described as commencing at the southeast corner of said Lot 1; thence west along the south line of said Lot 1, 15.00 feet to the point of beginning; thence continue west along the south line of said Lot 1, 121.00 feet; thence north, 30.00 feet, more or less, to a point on the north line of said Lot 1, said point being 136.00 feet west of the northeast corner of said Lot 1; thence east along the north line of said Lot 1, 121.00 feet to a point 15.00 feet west of the northeast corner of said Lot 1; thence south parallel with the east line of said Lot 1, 30.00 feet to the Point of Beginning.

Grantee, as a condition and as part of the consideration herein given, hereby covenants and agrees as follows:

> Grantees' use of the surface of the Easement Area is hereby limited to ingress and egress for of accessing grantees' adjacent property. Grantee shall not place any other structures upon or under the surface of the easement area.
>
> Grantee shall not in any manner interfere with Grantor's access to Grantor's remaining property. Grantee may not erect any fencing in, on, upon or over the Easement Area.

The Grantors reserve the use of said strip of land not inconsistent herewith.

SIGNED THIS _____ DAY OF_____, 2013.

IN WITNESS WHEREOF, the Grantor had hereunto set its hand the day and year first above written.

THE CITY OF WICHITA, KANSAS:

_____

Carl Brewer, Mayor

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged, before me this _____ day of _____ _____, 2013 by Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation.

CITY OF WICHITA
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Easement over City Property at the Southeast Corner of Waco and 1st Street (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the easement.

Background: The City owns the parking garage at 132 North Waco. The garage is currently leased to and operated by the operators of the Drury-Broadview Hotel. The owner of the vacant parcel to the north intends to develop the parcel with a multifamily apartment complex. The owner has approached the City about utilizing the currently vacant area north of the garage for landscaping.

Analysis: The developer of the apartments wishes to utilize the land north of the garage for landscaping and has agreed to fence the area and provide gates sufficiently wide to allow access for equipment to the north side of the garage if maintenance is required. The developer has also agreed to provide a sufficient clear space along the north side of the garage to allow for maintenance. The agreement can be revoked if the garage site were to be redeveloped. The Drury-Broadview has reviewed the plans and is in agreement concerning the proposal.

Financial Considerations: The City will be relieved of the cost to maintain the landscaping in this area.

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

Recommendation/Action: It is recommended that the City Council approve the No Build Easement and authorize all necessary signatures.

Attachments: No Build Easement, survey, site plan, and aerial.

NO BUILD EASEMENT

This INDENTURE, made this ___day of _____, 2013 by and between the City of Wichita, Kansas, a municipal corporation ("Grantor"), and Builders, Inc., a Kansas corporation ("Grantee").

WITNESSETH: That Grantor does hereby convey unto Grantee a revocable ten-foot wide No Build Easement over and across the north end of a portion of land owned by Grantor as legally described on the attached and incorporated Exhibit A ("Easement Area") and herein depicted for the purpose of insuring and maintaining a minimum twenty (20) foot separation between the new Corner 365 Apartments and adjoining parking garage structure to the south.

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structure of any kind over or within the Easement Area without obtaining the prior written approval from Grantee.

2. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns, unless revoked.

3. APPROVAL BY THE JURISDICTION. This Easement shall not be released or modified in any way without the express written approval of Grantor and Grantee.

4. USE AND BENEFIT: Grantee will erect and maintain a fence from the corners of the existing parking garage structure to Grantee's property to the north. The fenced area is for the benefit and use of the Corner 365 Apartments. The fence shall also include a 10'-0 wide gate for equipment access for maintenance of the parking garage structure. Landscape structures and plants shall be placed in such a way that there is a clear path 15-foot wide along the north face of the parking garage structure.

5. MAINTENANCE. Grantee shall be responsible for the care and maintenance of the Easement Area including the fence being installed. The care and maintenance of the parking garage structure remains with Grantor.

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed the day and year first above written.

City of Wichita, Kansas, a municipal corporation, Grantor

_____

Carl Brewer, Mayor

Builders, Inc., a Kansas corporation, Grantee

Michael H. Garvey

Michael H. Garvey, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____day of _____, 2013 before me, the undersigned, a notary public in and for the county and state aforesaid, came Carl Brewer, Mayor of City of Wichita, Kansas, a municipal corporation, who is personally known to me to be the same person who executed the above and foregoing instrument of writing and duly acknowledged the execution of the same.

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

_____
Notary Public

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 13 day of May, 2013 before me, the undersigned, a notary public in and for the county and state aforesaid, came Michael H. Garvey, President of Builders, Inc., a Kansas corporation, who is personally known to me to be the same person who executed the above and foregoing instrument of writing and duly acknowledged the execution of the same.

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

Beth A. Butler
Notary Public

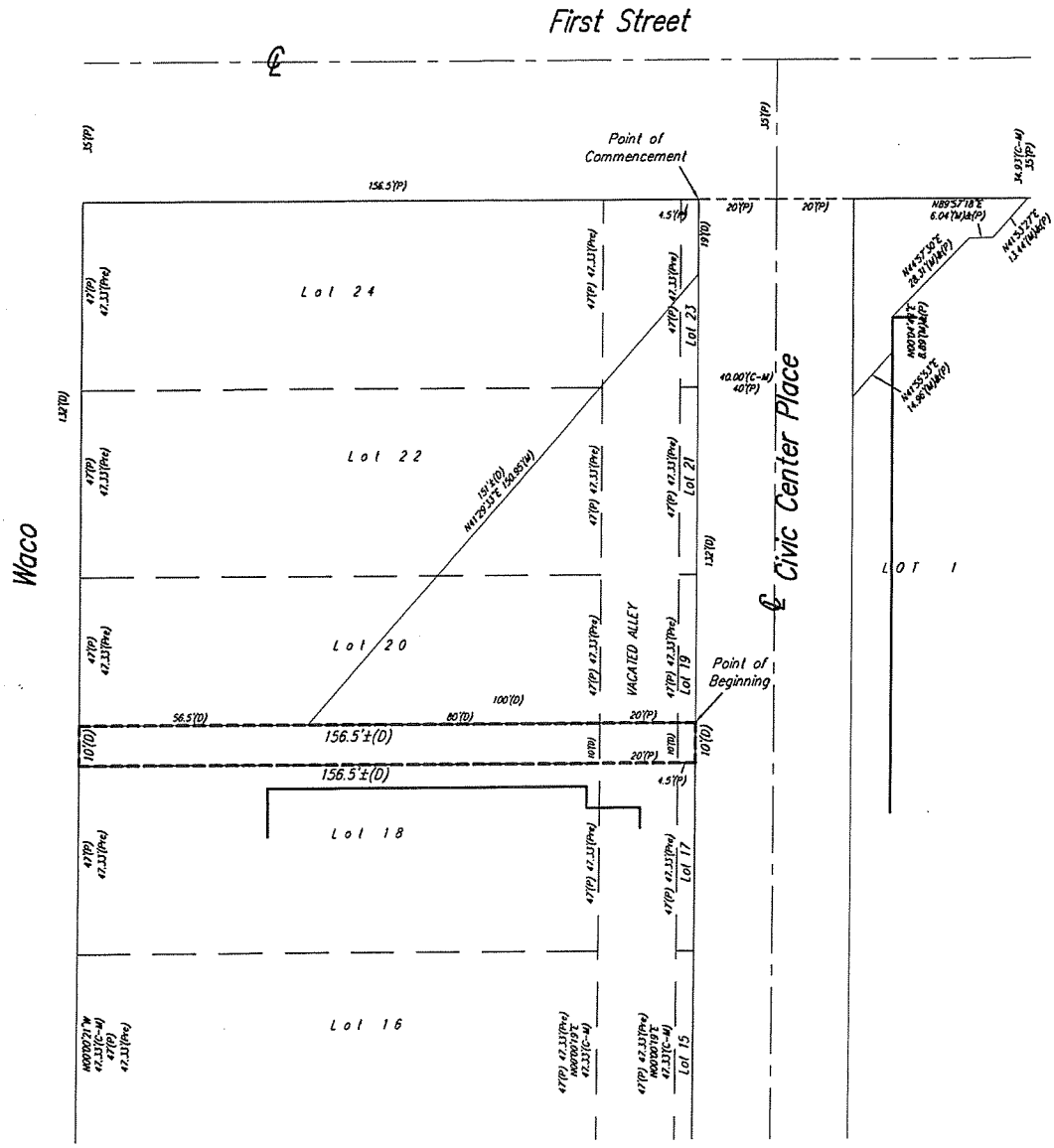
BETH A. BUTLER
Notary Public - State of Kansas
My Appt. Expires 2/5/15

Approved as to form:

_____

Gary E Rebenstorf, Director of Law, City of Wichita, KS

Exhibit A



The south 10 feet of Lot 19 on Wichita Street, and the south 10 feet of Lot 20 on Waco Street, together with the south 10 feet of the North and South alley abutting said Lots 19 and 20 between Waco and Wichita Streets vacated under Ordinance No. 8117 approved July 16, 1923 by City of Wichita and by Order of Vacation filed in Book Misc. 570, Page 155, all in Waterman's Addition to Wichita, Sedgwick County, Kansas, and more particularly described as follows:

Commencing at a point in the Westerly line of Webb Street, 40 feet wide, as established by City Ordinance No. 7851 and No. 8317, 132 feet south of the intersection of the Westerly line of said Webb Street with the Southerly line of First Street; thence Westwardly, by a straight line parallel with the south line of said Lots 19 and 20 and the extensions thereof across said vacated alley, 156.5 feet more or less to a point on the west line of said Lot 20, also the east line of Waco Street; thence south along the west line of said Lot 20, 10.00 feet to the southwest corner of said Lot 20; thence Eastwardly, along the south line of said Lots 19 and 20 and the extensions thereof across said vacated alley 156.5 feet more or less to a point on the Westerly line of said Webb Street; thence north along the Westerly line of said Webb Street 10.00 feet to the Point of Beginning.

Baughman
ENGINEERING | SURVEYING | PLANNING
LANDSCAPE ARCHITECTURE
(316)-262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

0 30 60

DWG FILE: F:\SURVEY\MTI\1305\1st-Waco-No_Build_Easement.dwg

Southeast Corner of Waco and 1st

Property Parcels

Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

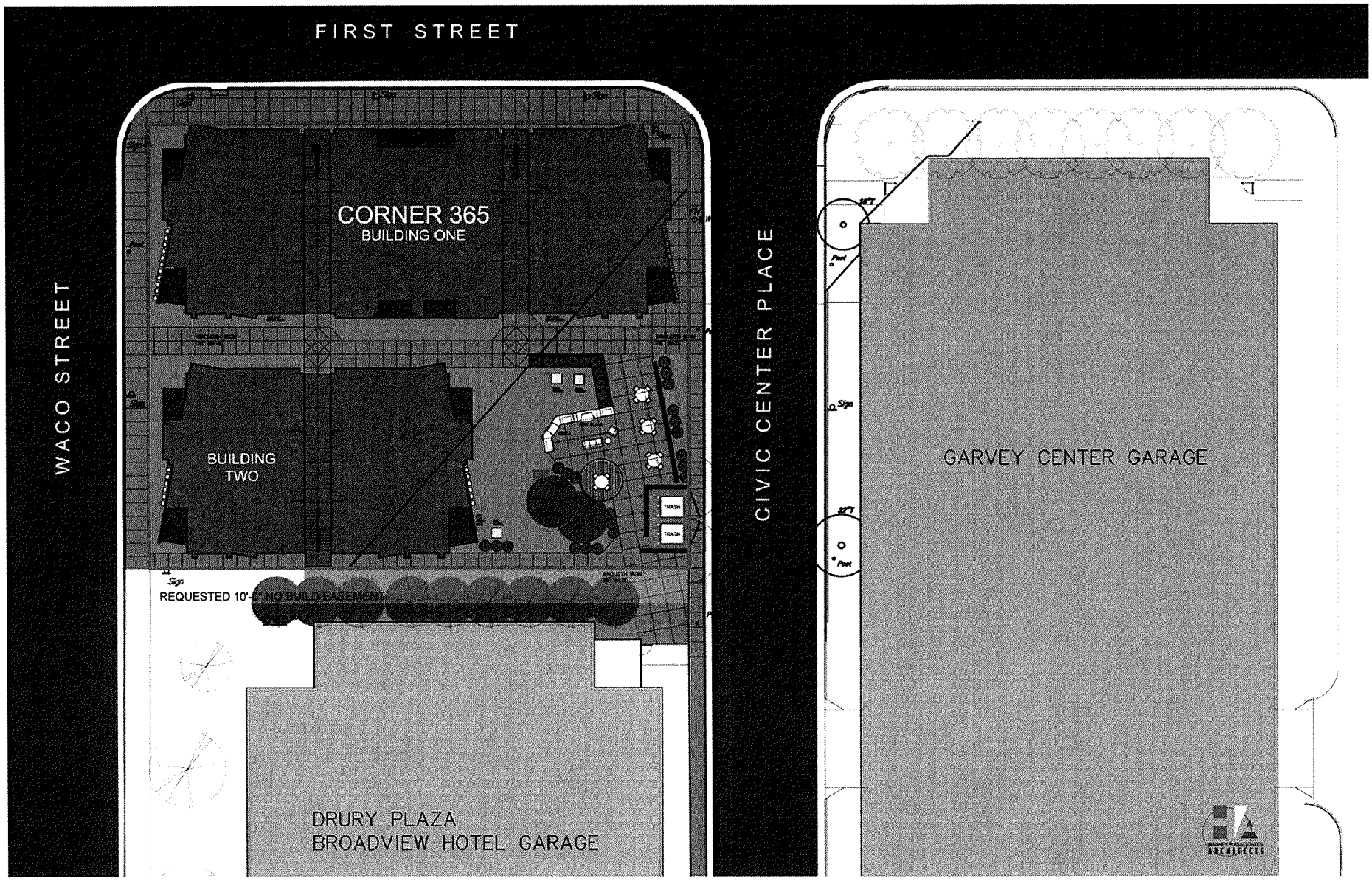
Airports

SDERASTER.S-DEDATA.ORTH-O1FT

SDERASTER.S-DEDATA.ORTH-O

City Limits
- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Maize
- Mount Hope
- Mulvane
- Park City

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.



BUILDERS INCORPORATED

CORNER 365 APARTMENTS - WICHITA, KANSAS

QUESTION 2 -
We would like to request a 10'-0" "No Build Easement" along the north property line.

Agenda Item No. II-17

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Sidewalk Repair Assessment Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the assessments and ordinance.

Background: State law and City policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to make repairs with a contractor or with the City's contractor. Property owners who use the City's contractor have the opportunity to spread the cost over five years as a special assessment.

Sidewalks are condemned in all districts and then listed in a logical order for the contractor to repair. This list of sidewalk repairs includes all districts. The lists do not go to the City Council until the sidewalks have been repaired.

Analysis: Ordinances have been prepared to establish authority to use special assessment funding for the current list of repaired sidewalks.

Financial Considerations: Statements of Charges will be mailed to the property owners on June 14, 2013. The property owners have 30 days from date of statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for over five years and placed on the 2013 tax roll.

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

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

Attachments: Property Address – Special Assessment.

PIN #	Geo Code #	Property Address	Total Cost	District #
C-38644	183908	120 N Longford Ct	$247.48	2
C-38679	184010	320 N Hillside	$273.58	2
C-47422	194497	1226 S Goebel	$160.48	2
C-47424	194499	1218 S Goebel	$508.48	2
C-47426	194501	1210 S Goebel	$517.18	2
C-47427	194502	1206 S Goebel	$331.00	2
C-47428	194503	1202 S Goebel	$348.40	2
C-62576	579252	on Harry East of 1604 S. Herrington	$1,870.90	2
C-57039	502921	10813 E Funston	$43.50	2
C-57040	502922	10817 E Funston	$537.63	2
C-37843	182983	8800 E Harry	$505.00	2
C-30398	175735	8014 E Gilbert	$503.26	2
C-06956-1	151411	758 S Vassar	$277.06	3
C-06956-B	151410	752 S Vassar	$583.54	3
C-06956-A	151409	748 S Vassar	$152.80	3
C-06956	151408	742 S Vassar	$139.60	3
C-06955-1	151407	736 S Vassar	$280.54	3
C-06952-1	151403	718 S Vassar	$223.12	3
C-06952	151402	712 S Vassar	$503.26	3
C-06951	151401	706 S Vassar	$141.34	3
C-06950	151400	3507 E Gilbert	$210.94	3
C-06937	151368	701 S Vassar	$360.58	3
C-06938	151369	705 S Vassar	$292.72	3
C-06938-A1	151370	711 S Vassar	$205.72	3
C-06938-A	151371	719 S Vassar	$296.20	3
C-06938-1	151372	723 S Vassar	$433.66	3
C-06940	151374	733 S Vassar	$607.66	3
C-06941	151375	737 S Vassar	$209.20	3
C-06942	151376	743 S Vassar	$144.82	3
C-06942-1	151377	749 S Vassar	$649.42	3
C-06943	151378	753 S Vassar	$17.40	3
C-06944	151379	3422 E Morris	$412.78	3
C-08133	152753	601 S Volutsia	$567.64	1
C-08134	152754	605 S Volutsia	$317.08	1
C-08135	152755	611 S Volutsia	$468.46	1
C-08317	152757	623 S Volutsia	$184.84	1
C-08138	152758	627 S Volutsia	$485.62	1
C-08141	152761	643 S Volutsia	$344.92	1
C-08142	152762	647 S Volutsia	$261.40	1
C-08413	152763	653 S Volutsia	$294.46	1
C-08144	152764	657 S Volutsia	$400.60	1
C-08164	152784	650 S Volutsia	$584.74	1
C-08163	152783	646 S Volutsia	$214.42	1
C-08612	152782	640 S Volutsia	$360.58	1
C-08161	152781	636 S Volutsia	$360.58	1
C-08160	152780	632 S Volutsia	$137.86	1

C-08158	152778	622 S Volutsia	$141.34	1
C-08157	152777	616 S Volutsia	$363.10	1
C-08156	152776	612 S Volutsia	$277.48	1
C-08155	152775	606 S Volutsia	$157.00	1
C-08154	152774	602 S Volutsia	$331.00	1
B-09578	129811	1421 E Mt Vernon	$122.20	3
B-09579	129812	2009 S Ellis	$228.34	3
B-09581	129814	2019 S Ellis	$144.82	3
B-09582	129815	2025 S Ellis	$139.60	3
B-09583	129816	2031 S Ellis	$141.34	3
B-09585	129818	2041 S Ellis	$139.60	3
B-09588	129821	1420 E Clark	$139.60	3
B-09589	129822	1421 E Clark	$350.14	3
B-09592	129825	2119 S Ellis	$405.82	3
B-09595	129828	2135 S Ellis	$268.36	3
B-09596	129829	2139 S Ellis	$263.14	3
B-09597	129830	2145 S Ellis	$139.60	3
B-09598	129831	2151 S Ellis	$278.80	3
B-09599	129832	1420 E Kinkaid	$351.88	3
B-09617	129850	2142 S Ellis	$209.20	3
B-09616	129849	2136 S Ellis	$311.86	3
B-09615	129848	2130 S Ellis	$207.46	3
B-09614	129847	2124 S Ellis	$148.30	3
B-09611	129844	2106 S Ellis	$334.48	3
B-09609	129842	1502 E Clark	$209.20	3
B-09608	129841	2054 S Ellis	$209.20	3
B-09606	129839	2042 S Ellis	$129.16	3
B-09604	129837	2030 S Ellis	$207.46	3
B-09626-1	129860	2018 S Ellis	$139.60	3
B-09600	129833	1421 E Kinkaid	$210.94	3
B-09877	130121	2221 S Ellis	$191.80	3
B-09879	130123	2231 S Ellis	$139.60	3
B-09882	130126	2247 S Ellis	$233.56	3
B-09883	130127	2251 S Ellis	$518.02	3
B-09531-1	129761	2265 S Ellis	$280.54	3
B-09890	130134	2248 S Ellis	$278.80	3
B-09887	130131	2232 S Ellis	$217.90	3
B-09886	130130	2228 S Ellis	$350.14	3
B-09623	129856	2212 S Ellis	$195.28	3
B-08449	128210	1701 S Ida	$151.78	3
B-08450	128211	1705 S Ida	$322.00	3
B-08452	128213	1711 S Ida	$270.10	3
B-08453	128214	1725 S Ida	$491.08	3
B-08454	128215	1727 S Ida	$233.56	3
B-08456	128217	1737 S Ida	$562.42	3
B-08458	128219	1747 S Ida	$158.74	3
B-08459	128220	1751 S Ida	$244.00	3
B-08507	128272	1748 S Ida	$209.20	3

B-08506-1	128271	1740 S Ida	$219.64	3
B-08506-1	128270	1734/36 S Ida	$209.20	3
B-08505	128269	1730 S Ida	$263.14	3
B-08504	128268	1726 S Ida	$315.34	3
B-08502-1	128265	1706 S Ida	$343.18	3
B-05331	124479	1204 S Emporia	$1,005.94	1
B-05343	124491	1201/1203 S St Francis	$343.18	1
B-05332	124480	1208/1210 S Emporia	$489.78	1
B-05333	124481	1216 S Emporia	$313.60	1
B-05334	124482	1220 S Emporia	$483.25	1
B-05336	124484	1224 S Emporia	$505.00	1
B-05339	124487	1240 S Emporia	$527.73	1
B-05340	124488	1242 S Emporia	$389.73	1
B-05341	124489	1244 S Emporia	$470.20	1
B-05342	124490	1246 S Emporia	$146.13	1
B-03491	122340	1205/1209 N Indiana	$407.56	1
D-00563	199057	308/310 S Elizabeth	$139.60	4
D-01512	200471	111 N Vine	$1,140.10	4
A-13385	113382	1620 W 21st	$244.00	6
A-15791-5	30000579	2111 N Amidon	$244.00	6
D-01425-UP	520408	2800 N Tyler	$539.80	5
D-49308	341903	9909 W 21st N	$157.00	5
D-49318	341913	9906 W 20th N	$238.78	5
D-39896	242571	9818 W 20th N	$1,921.36	5
C-28634	173989	1212 N Madison	$383.20	1
B-08635	128541	1322 E Central	$511.00	1
B-01426	119996	1401 N Topeka	$454.98	6
A-00623	100028	vacant lot on NE corner of 8th & Wichita	$2,479.90	6
A-00590	100006	905 N Water	$452.80	6
A-00589	100004	839 N Water	$569.38	6
A-00621	100027	840 N Wichita	$2,838.34	6

Published In The Wichita Eagle on **June 14, 2013**

ORDINANCE NO. 49-510

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	**Assessment**
LOT 6 BLOCK 3 BROOKHOLLOW FOURTH ADD.	247.48
E 99 FT OF LOTS 109-111 CHURCH NOW WATER ST. MUNGER'S ORIGINAL TOWN	569.38
LOTS 113-115-117-119 WATER ST. MUNGER'S ORIGINAL TOWN	452.80
LOTS 124-126-128 WICHITA ST. MUNGER'S ORIGINAL TOWN EXEMPT 2953-2	2838.34
LOTS 130-132 WICHITA ST. MUNGER'S ORIGINAL TOWN ADD.	2479.90
LOT 1 PLEASANT VALLEY CHURCH ADD.	244.00
LOT 1 EXC S 20 FT FOR ST & ALL LOT 3 TOPEKA AVE WELL'S ADD	454.98
ODD LOTS 77 TO 95 INC. CHERRY NOW INDIANA AVE. BURLEIGH'S 3RD. ADD. EXEMPT 6486-0 EXEMPT 3548-87-TX	407.56

LOTS 2-4-6 EMPORIA AVE. ZIMMERLY'S 2ND. ADD.	1005.94
LOTS 8-10 EMPORIA AVE ZIMMERLY'S 2ND. ADD.	489.78
LOTS 12-14 EMPORIA AVE ZIMMERLYS 2ND ADD	313.60
LOTS 16-18 EMPORIA AVE. ZIMMERLY'S 2ND. ADD.	483.25
LOTS 24-26 EMPORIA AVE ZIMMERLY'S 2ND. ADD.	505.00
LOTS 34-36 EMPORIA AVE. ZIMMERLY'S 2ND. ADD.	527.73
LOTS 38-40 EMPORIA AVE ZIMMERLY'S 2ND. ADD.	389.73
LOTS 42-44 EMPORIA AVE ZIMMERLY'S 2ND. ADD.	470.20
LOTS 46-48 EMPORIA AVE ZIMMERLY'S 2ND ADD	146.13
LOTS 1-3 4TH NOW ST FRANCIS AVE ZIMMERLY'S 2ND. ADD.	343.18
LOTS 49-51 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	151.78
LOTS 53-55 IDA AVE RANSON & KAYS 3RD ADD	322.00
LOTS 61-63 IDA AVE RANSON & KAYS 3RD ADD	270.10
LOTS 65-67 IDA AVE RANSON & KAYS 3RD ADD	491.08
LOTS 69-71 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	233.56

LOTS 77-79 IDA AVE RANSON & KAYS 3RD ADD	562.42
LOTS 85-87 IDA AVE RANSON & KAYS 3RD ADD	158.74
LOTS 89-91 IDA AVE RANSON & KAYS 3RD ADD	244.00
LOTS 54-56 EXC S 5 FT LOT 56 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	343.18
LOTS 70-72 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	315.34
LOTS 74-76 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	263.14
LOT 78 & N 23 FT LOT 80 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	209.20
S 2 FT LOT 80 & ALL LOTS 82-84 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	219.64
LOTS 86-88 & N 15 FT LOT 90 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	209.20
E 97.25 LOTS 2-4-6-8 CLEVELAND AVE. CORWIN'S ADD.	511.00
S 60 FT LOT 2 BLOCK 3 GOLDEN ADDITION	280.54
LOT 46 KING-MICHAELSEN 3RD. ADD.	122.20
LOT 47 KING-MICHAELSEN 3RD. ADD.	228.34
LOT 49 KING-MICHAELSEN 3RD. ADD.	144.82
LOT 50 KING-MICHAELSEN 3RD. ADD.	139.60

LOT 51 KING-MICHAELSEN 3RD. ADD.	141.34
LOT 53 KING-MICHAELSEN 3RD. ADD.	139.60
LOT 56 KING-MICHAELSEN 3RD. ADD.	139.60
LOT 57 KING-MICHAELSEN 3RD. ADD.	350.14

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 60 KING-MICHAELSEN 3RD. ADD.	405.82
LOT 63 KING-MICHAELSEN 3RD. ADD.	268.36
LOT 64 KING-MICHAELSEN 3RD. ADD.	263.14
LOT 65 KING-MICHAELSEN 3RD. ADD.	139.60
LOT 66 KING-MICHAELSEN 3RD. ADD.	278.80
LOT 67 KING-MICHAELSEN 3RD. ADD.	351.88
LOT 68 KING-MICHAELSEN 3RD. ADD.	210.94
LOT 72 KING-MICHAELSEN 3RD. ADD.	207.46
LOT 74 KING-MICHAELSEN 3RD. ADD.	129.16
LOT 76 KING-MICHAELSEN 3RD. ADD.	209.20

LOT 77 KING-MICHAELSEN 3RD. ADD.	209.20
LOT 79 KING-MICHAELSEN 3RD. ADD.	334.48
LOT 82 KING-MICHAELSEN 3RD. ADD.	148.30
LOT 83 KING-MICHAELSEN 3RD ADD	207.46
LOT 84 KING-MICHAELSEN 3RD. ADD.	311.86
LOT 85 KING-MICHAELSEN 3RD. ADD.	209.20
LOT 91 KING-MICHAELSEN 3RD ADD	195.28
S 70 FT RESERVE B KING-MICHAELSEN 3RD. ADD.	139.60
LOT 38 KING-MICHAELSEN 4TH. ADD.	191.80
LOT 40 KING-MICHAELSEN'S 4TH. ADD.	139.60
LOT 43 KING-MICHAELSEN 4TH. ADD.	233.56
LOT 44 KING-MICHAELSEN'S 4TH. ADD.	518.02
LOT 47 KING-MICHAELSEN'S 4TH. ADD.	350.14
LOT 48 KING-MICHAELSEN'S 4TH. ADD.	217.90
LOT 51 KING MICHAELSEN 4TH. ADD.	278.80
LOTS 97-99 MADISON NOW VASSAR INDIANA SUB.	360.58

LOTS 101-103 MADISON NOW VASSAR AVE. INDIANA SUB.	292.72
LOTS 105-107 VASSAR AVE. INDIANA SUB.	205.72
LOTS 109-111 VASSAR AVE. INDIANA SUB.	296.20
LOTS 113-115 MADISON NOW VASSAR INDIANA SUB.	433.66
LOTS 121-123 MADISON NOW VASSAR INDIANA SUB.	607.66
LOTS 125-127 MADISON NOW VASSAR AVE. INDIANA SUB.	209.20
LOTS 129-131 VASSAR AVE. INDIANA SUB.	144.82
LOTS 133-135 MADISON NOW VASSAR AVE. INDIANA SUB.	649.42
LOTS 137-139 MADISON NOW VASSAR INDIANA SUB.	17.40
LOTS 141-143 MADISON NOW VASSAR AVE INDIANA SUB.	412.78
LOTS 98-100 MADISON NOW VASSAR INDIANA SUB.	210.94
LOTS 102-104 MADISON NOW VASSAR INDIANA SUB.	141.34
LOTS 106-108 MADISON NOW VASSAR AVE. INDIANA SUB.	503.26
LOTS 110-112 MADISON NOW VASSAR INDIANA SUB.	223.12
LOTS 126-128 VASSAR AVE. INDIANA SUB.	280.54
LOTS 130-132 VASSAR AVE. INDIANA SUB.	139.60

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 134-136 VASSAR AVE. INDIANA SUB.	152.80
LOTS 138-140 VASSAR AVE. INDIANA SUB.	583.54
LOTS 142-144 VASSAR AVE. INDIANA SUB.	277.06
LOTS 37-39 VOLUTSIA AVE DIXON'S ADD.	567.64
LOTS 41-43 VOLUTSIA AVE DIXON'S ADD.	317.08
LOTS 45-47 VOLUTSIA AVE. DIXON'S ADD.	468.46
LOTS 53-55 VOLUTSIA AVE. DIXON'S ADD.	184.84
LOTS 57-59 VOLUTSIA AVE DIXON'S ADD.	485.62
LOTS 69-71 VOLUTSIA AVE. DIXON'S ADD.	344.92
LOTS 73-75 VOLUTSIA AVE DIXON'S ADD.	261.40
LOTS 77-79 VOLUTSIA AVE DIXON'S ADD	294.46
LOTS 81-83 VOLUTSIA AVE. DIXON'S ADD.	400.60
LOTS 38-40 VOLUTSIA AVE. DIXON'S ADD.	331.00
LOTS 42-44 VOLUTSIA AVE. DIXON'S ADD. EXEMPT NO. 4996-0	157.00

LOTS 46-48 VOLUTSIA AVE DIXON'S ADD.	277.48
LOTS 50-52 VOLUTSIA AVE DIXON'S ADD	363.10
LOTS 54-56 VOLUTSIA AVE DIXON'S ADD.	141.34
LOTS 62-64 VOLUTSIA AVE. DIXON'S ADD.	137.86
LOTS 66-68 VOLUTSIA AVE. DIXON'S ADD.	360.58
LOTS 70-72 & 1/2 VAC ALLEY ADJ ON EVOLUTSIA AVE. DIXON'S ADD.	360.58
LOTS 74-76 VOLUTSIA AVE. DIXON'S ADD.	214.42
LOTS 78-80 VOLUTSIA AVE. DIXON'S ADD.	584.74
LOT 4 GENTRY 3RD. ADD.	383.20
LOT 18 BLOCK 3 EASTMOOR ADD.	503.26
LOT 1 BLOCK 1 QUAIL MEADOWS SECOND ADD.	505.00
LOT 1 ORTHOPEDIC SPECIALTIES ADDITION	273.58
LOT 2 BLOCK 4 HARRISON PARK ADD.	160.48
LOT 4 BLOCK 4 HARRISON PARK ADD.	508.48
LOT 6 BLOCK 4 HARRISON PARK ADD.	517.18
LOT 7 BLOCK 4 HARRISON PARK ADD.	331.00
LOT 8 BLOCK 4 HARRISON PARK ADD.	348.40

N 1/2 LOT 26-ALL LOT 28 & S 5 FT LOT 30 ELIZABETH AVE. LAWRENCE'S 4TH. ADD.	139.60
LOTS 17-18 BLOCK 5 JUNCTION TOWN CO. ADD.	1140.10
LOT 18 BLOCK 2 GRAF-GOLDSTON ADDITION	1921.36
LOT 1 TIMBER RIDGE 3RD. ADD.	157.00
LOT 11 TIMBER RIDGE 3RD. ADD.	238.78
LOT 25 BLOCK 2 SMITHMOOR 10TH ADD.	43.50
LOT 26 BLOCK 2 SMITHMOOR 10TH ADD.	537.63
NW1/4 EXC STS & EXC BEG 1343 FT S OF NW COR E 425.36 FT N 45.94 FT E 2205.46 FT TO E LI S 1327.08 FT TO SE COR W 2625.17 FT TO SW COR TH N 1275.56 FT TO BEG & EXC BEG NE COR TH S 600 FT W 150 FT N 450 FT W 435 FT N 150 FT E 585 FT TO BEG EXC FOSSIL RIM ESTATES ADDN. & EXC PART DED FOR ST SEC 4-27-1W	539.80
RESERVE C WILLOW CREEK EAST ADD	1870.90
TH PT LOT 1 COMM SW COR LOT 1 TH N 194.41 FT TO BEG TH E 297.60 FT TH S 37.22 FT TH E 211.51 FT TH E 161.03 FT TH N 171.67 FT TH W 168.13 FT TH N 130.05 FT TH E 149.22 FT TH N 40.35 FT TH W 305 FT TH W 339.74 FT TH S 310.59 FT TO BEG MARINA LAKE 4TH ADD	244.00

SECTION 4. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2013**, and one installment for each year thereafter for the full term of five years, each special

installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **11th day of June, 2013**.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council Members

SUBJECT: Improvements to Pawnee, from Hydraulic to Grove (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement, place the ordinance, and adopt the resolution.

Background: On December 13, 2005, the City Council approved a design agreement with Mid-Kansas Engineering Consultants, Inc. (MKEC) which provided for improvements to Pawnee Avenue from Southeast Boulevard to Hillside. The scope of services in the original agreement also included evaluation of the existing geometrics of Southeast Boulevard, but for the purpose of revised pavement markings only.

Original plans were drafted in 2006, with a significant amount of survey and design work completed for the original scope, from Southeast Boulevard to Hillside. Proposed construction funding for the project was reprioritized in the Capital Improvement Program (CIP) and the design was put on hold. Since that time, commercial development has occurred, primarily in the area between I-135 and Hydraulic. Traffic counts have increased considerably at both the Hydraulic and Southeast Boulevard intersections during this time, while the primarily residential traffic between Grove and Hillside is well accommodated by the existing roadway.

In 2012, the project was selected for federal funding in the Transportation Improvement Program, through the Wichita Area Metropolitan Planning Organization, based on a revised project scope from Hydraulic to Grove. Previously, the City was obligated to fund the entire project, but federal funding will now cover a significant portion of the construction cost. A revised scope of services was requested of MKEC to update the existing plans. On April 23, 2013, the City Council approved a supplemental agreement authorizing the revisions. Changes include the design of improvements to Pawnee from west of Hydraulic to east of Grove; reconstruction of the Hydraulic and Southeast Boulevard intersections; connection to the Burlington Northern Santa Fe railroad tracks; and geometric improvements to Pawnee in the I-135 interchange area. All design and plan preparation work follows Kansas Department of Transportation (KDOT) requirements to maintain the federal funding.

Analysis: On April 23, 2013, an amending ordinance was approved by the City Council which increased the project budget from $145,000, to $395,000. Upon review by the Bond Counsel, it was recommended that actions taken on April 23rd be repealed. An ordinance repealing the April 23rd ordinance has been prepared. This ordinance will revive the original, initiating ordinance from 2005, thereby returning the budget amount to the original $145,000, and the project limits to the original area of Pawnee, from Southeast Boulevard to Hillside. The completed design work in a portion of the original project is an unrecoverable cost, but the design is available for use in future projects if needed.

A new resolution establishing the limits of Pawnee, from Hydraulic to Grove, as a separate project has also been prepared. This resolution initiates a budget of $250,000 for design work and right-of-way acquisition, which must be completed to ensure the capture of federal funds for construction. The supplemental design agreement approved on April 23rd has been cancelled and replaced with a new design agreement covering the revised project area.

State and Federal funding administered through KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

Financial Considerations: The current 2011-2020 Adopted CIP includes $100,000 in General Obligation (GO) bonds in 2012, and $4,300,000 (consisting of $1,500,000 in GO bonds and $2,800,000 in federal funds) in 2015 for this project. Based on the revised timing related to this project, and in order to complete the design work necessary to ensure the availability of $2,755,917 in federal funds for construction in 2016, staff recommends initiating $250,000 in GO bonds in 2013 for design and right-of-way acquisition. Of the $1,500,000 originally budgeted in GO bonds in 2015, $150,000 will require shifting to 2013 and the remaining $1,350,000 will be shifted to 2016.

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

Recommendation/Action: It is recommended that the City Council place the ordinance on first reading, adopt the resolution, approve the agreement and authorize the necessary signatures. State and Federal funding administered through the Kansas Department of Transportation will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

Attachments: Ordinance, resolution, agreement and budget sheet.

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2013 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85101

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 03 Council District 3 DATE COUNCIL APPROVED: Jun 4, 2013 REQUEST DATE: Jun 5, 2013

PROJECT # : 211513 PROJECT TITLE: Pawnee, Hydraulic to Grove

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Pawnee, Hydraulic to Grove

OCA # : 707048 OCA TITLE: Pawnee, Hydraulic to Grove

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

PROJECT MANAGER: Gary Janzen PHONE #: 268-4450

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$250,000.00	2999 Contractuals	$250,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$250,000.00	**EXPENSE TOTAL:**	$250,000.00

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

132019

ORDINANCE NO. 49-511

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, REPEALING ORDINANCE NO. 49-491 OF SAID CITY, AND REVIVING ORDINANCE NO. 46-852 OF SAID CITY.

WHEREAS, the Governing Body of the City of Wichita previously passed Ordinance No. 49-491, providing for the amendment and repeal of Ordinance No. 46-852, which designated a portion of Pawnee a main trafficway, and the Governing Body now wishes to repeal Ordinance No. 49-491, with the specific intention of reviving Ordinance No. 46-852 to full force and effect according to its original terms;

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

SECTION 1. **Repeal of Ordinance No. 49-491**. Ordinance No. 49-491 of the City of Wichita is hereby repealed, and Ordinance No. 46-852 of the City of Wichita, to which such repealed ordinance had been directed, is restored to full force and effect, unmodified from its original terms.

SECTION 2. 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 11th day of June, 2013.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf
City Attorney

132019

First Published in the Wichita Eagle on June 7, 2013

RESOLUTION NO. 13-094

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO DESIGN IMPROVEMENTS TO **PAWNEE, BETWEEN HYDRAULIC AND GROVE (472-85101).**

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

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

The design and acquisition of right-of-way as necessary for a major traffic facility.

SECTION 2. The cost of the design of the above described improvements is estimated to be **Two Hundred Fifty Thousand Dollars ($250,000)** exclusive of the cost of interest on borrowed money. Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of general obligation bonds.

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

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

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

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

RECEIVED
MAY 17 2013
CITY - ENGINEERING

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

PAWNEE, FROM HYDRAULIC TO GROVE

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

PAWNEE, FROM HYDRAULIC TO GROVE
(Project No. 472 85101, OCA 707048).

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

I. SCOPE OF SERVICES
The ENGINEER shall furnish professional services as required for designing improvements in Pawnee, from Hydraulic to Grove and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit A**).

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

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

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

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472 85101 $117,833.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

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

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

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

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

Jay Anglemyer, P.E.

ATTEST:

Cynthia A. Womack, Admin. Asst.

EXHIBIT "A"

CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

SCOPE OF SERVICES

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

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

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

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

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

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

A. PHASE 1 - PRELIMINARY CONCEPT DEVELOPMENT

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

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.

3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon at Field Check and/or Office Check Review.

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.

   (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)

2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
   (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.
   (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** The ENGINEER shall include a conflict list for each utility, also posted to the FTP site. **Attachment No. 3 to Exhibit "A" is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City.** ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities. ENGINEER shall coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
   (c) Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate.
   (d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
   (e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.
   (f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.
   (g) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:
   (a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.
   (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** The ENGINEER shall include a conflict list for each utility, also posted to the FTP site. **Attachment No. 3 is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City.** ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities. ENGINEER shall coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
   (c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."
   (d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
   (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
   (b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 2** to Exhibit "A".
   (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
   (d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**

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

(f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.

(g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2** to Exhibit "A" for required coordinate information.

(i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

5. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.

6. Post Letting.

(a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

(b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

(c) The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.

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

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

Storm Water Pollution Prevention

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

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

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

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

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

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

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

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

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- center of manholes

II. WATER LINE

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

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

III. STORM SEWER

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

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

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

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

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

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

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL; and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at *all match points*
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

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

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: ☐ **Office Check:** ☐

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

Utility Location:

☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary

☐ Utility will need to relocate ☐ Utility is located in Private Easement

☐ Private Easement Documentation Attached

☐ Utility will need to relocate and is interested in **proposed** ROW (IF applicable)

Briefly Describe Type and Location of Facilities within Project:

_____

_____

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

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

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

_____

_____

Utility Plan Review:

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

_____

_____

Additional Information requested from Consultant: _____

_____

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

Please email this form on or before Date to:

Project Engineer Consultant	Leslie Hicks
Company	City of Wichita
E-mail	lhicks@wichita.gov

EXHIBIT "B"

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.

MKEC ENGINEERING CONSULTANTS, INC.
Kansas City Oklahoma City Wichita

March 15, 2013

Mr. Gary Janzen, P.E.
Design Engineer, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Proposal for Supplemental Design Agreement
Pawnee from Hydraulic to Grove

Dear Mr. Janzen:

Per the City's request, MKEC agrees to a change in design scope for the project noted above.

The current contract scope is for the design of the reconstruction of Pawnee Avenue from the east curb return of the Southeast Boulevard intersection to the west curb return of Hillside Avenue. Within this section, the scope includes evaluating the current condition of the concrete pavement in the I-135 interchange area. The current scope also includes evaluating the existing Southeast Boulevard geometrics primarily for the purpose of restriping the intersection to match new pavement geometrics east of the intersection. Also, an 8" water line extension in El Rancho to connect to an existing 16" line in Pawnee is also part of the current scope.

The proposed changes in design scope are to include the design of improvements on Pawnee from the west side of Hydraulic to the east end of return of the Southeast Boulevard intersection. This will include the reconstruction of the Southeast Boulevard intersection and the Hydraulic intersection and Hydraulic Street from south of Carson to the BNSF railroad tracks. The proposed scope change will also include the design of geometric improvements to the existing concrete portion of Pawnee in the I-135 interchange area. The new scope will eliminate the design of improvements to Pawnee east of Poplar Street. MKEC will prepare a short report on the drainage study already performed for the east half of Pawnee being eliminated from the scope. The study addresses how new storm sewer constructed with the east half will improve drainage in an existing storm system serving Pawnee and serving the Hillside and Stafford area where drainage problems persist. Also, a water line extension in El Rancho Street will be excluded from the revised scope.

The revised scope will also reflect the use of federal funds for construction. As a result, the project design will follow KDOT design and plan preparation requirements normally applicable on City of Wichita projects receiving federal funding and the design process will be subject to KDOT plan reviews and coordination. The new scope will also include effort for coordination with the BNSF railroad regarding the two railroad crossings within or abutting the proposed street improvements.

MKEC proposes a supplemental design fee of $117,833.00 to perform the design of the revised scope. The fee is rationalized in below.

Providing Professional Service Since 1982
411 NORTH WEBB ROAD WICHITA, KS 67206 T 316.684.9600 F 316.684.5100

Rationalization No. 1: The current scope includes 3,400 feet of new street design and 1,400 feet of street rehab design (excluding southeast Blvd. intersection). The new scope will involve 4,600 feet of new street design (excluding southeast Blvd. intersection). The fee difference is as follows:

Subtract: 2,050 feet of new street design between Poplar and Hillside at $30/ft. = ($61,500.00)
Add: 550 feet of new street design west of the SE Blvd. intersection at $30/ft. = $16,500.00
Add: 1,300 feet of new street design on Hydraulic at $30/ft. = $39,000.00
Subtract: 1,400 feet of existing street rehab design near I-135 Intch. at $7.50/ft. = ($10,500.00)
Add: 1,400 feet of new street design near I-135 Intch. at $30/ft. = $42,000.00
Total contract increase = $25,500.00

The current scope includes evaluating the existing Southeast Boulevard geometrics primarily for the purpose of restriping the intersection to match new pavement geometrics east of the intersection. The new scope will include the complete reconstruction of the intersection with new geometrics for crosswalks, sidewalks, ramps and medians and left turn lanes added to Pawnee.

Add: New intersection design =	$45,000.00
Subtract: Existing intersection evaluation =	$ 5,000.00
Total contract increase =	$40,000.00

The new scope will require KDOT coordination and an increase in time for the KDOT review process.
Total contract increase = $15,000.00

The new scope will require BNSF coordination and an increase in time for BNSF reviews.
Total contract increase = $10,000.00

As noted above, approximately 2,000 feet of Pawnee will be removed from the new scope. Although eliminating the design for this stretch was accounted for above, MKEC has already performed design surveys and prepared concept designs on this portion of the project. A short drainage report will still be prepared as part of this work to document concept design conclusions that can be constructed with a later project.

Add: Concept design for 2,000 feet of street and storm sewer =	$ 8,500.00
Add: Design surveys for 2,000 feet of street =	$ 6,333.00
Add: Drainage report for future storm improvements =	$ 3,000.00
Total contract increase =	$17,833.00

Additional surveys have been necessary to update the existing topography since the original design survey was performed in 2006.. Items included in the additional survey include changes associated with the ten foot bike trail along Pawnee, bus stop pads, and the reconstruction of Minneapolis Street south of Pawnee.

Add: Additional survey items = $2,000.00

As stated above, the water line work in El Rancho will be eliminated from the project.
Subtract: Water line design as per the original contract = $3,000.00

To date, approximately $75,000 of the original $129,000 contract has been performed, leaving $54,000 to be performed at 2011 or higher rates instead of the original 2005 contract rates.
Add: $54,000 at 3% inflation for six years = $10,500.00

Total contract increase using rationalization No. 1 = $117,833.00

Rationalization No. 2: If MKEC were to prepare a fee for the revised project scope as if the project were just starting today, that fee would likely be around $230,000. The current construction cost estimate is roughly $4,800,000. This would make the design fee 4.8% of the construction cost. For a project of this size, the fee seems appropriate.

Subtracting the current design fee of $129,000 from the proposed $230,000 fee figures the fee increase to be $101,000. Adding in the additional work already performed on portions of the project no longer in existence computes as follows:

Add: Concept design for 2,000 feet of street and storm sewer =	$ 8,500.00
Add: Design surveys for 2,000 feet of street =	$ 6,333.00
Add: Drainage report for future storm improvements =	$ 3,000.00
Add: Additional survey items =	$ 2,000.00
Total additional work above proposed project =	$19,833.00

Total contract increase using rationalization No. 2 = $120,833.00

Based on the rationalizations given above, the proposed supplemental fee is in order with what should be expected. Thank you for your consideration of this supplemental design proposal. If you would like to discuss this in greater detail, please contact me.

Sincerely,

MKEC ENGINEERING CONSULTANTS, INC.

Jay Anglemyer, P.E.

JRA/cw
Attachments

J:\Civil\05745\Document\Scope Change Supplemental Letter.doc

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Relocation of Southern Star Central Gas Pipeline for Kellogg and Webb Interchange (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the increased expenditure.

Background: On August 3, 2010, the City Council approved a design concept for the Kellogg Freeway, from Cypress to 127th Street East, including an interchange at Kellogg and Webb. Southern Star Central Gas Pipeline, Inc. owns and operates a pipeline in the project area with a portion of the pipeline located in a private easement. On December 20, 2011, the City Council approved the design budget for the relocation of this pipeline to accommodate the proposed freeway improvements.

Analysis: The original estimated design cost of the pipeline relocation was $89,846. Both the City and Southern Star acknowledged that the actual cost could be greater or less than the estimate. The design work is now complete and Southern Star has reported the actual cost to be $185,385. The higher than estimated cost was a result of the increased number of coordination efforts with Beechcraft and Kansas Gas Service, as well as increased land appraisal expenses, and other preliminary work completed to ensure construction begins on schedule.

Financial Considerations: Payment for the actual design cost of $185,385 is on a lump sum basis. Funding is available in the existing approved Local Sales Tax budget.

Legal Considerations: The Law Department reviewed and approved the agreement as to form on December 20, 2011.

Recommendation/Action: It is recommended that the City Council approve the increased expenditure in compliance with the approved contract.

Attachments: Invoice and Reimbursement Agreement.

STATE OF KANSAS

Tract: 36615, 36228, 21322

COUNTY OF SEDGWICK

Line: TG

CITY OF WICHITA PROJECT NO. 472 84615

ENGINEERING AND DESIGN
REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of December, 2011, by and between the **CITY OF WICHITA, KANSAS,** a Kansas Municipality Corporation, hereinafter referred to as **"CITY"** whose mailing address is 455 N. Main St. 7th Floor Engineering, Wichita, Kansas 67202, and **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.,** a Delaware corporation, formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline, Inc., and Cities Service Gas Company, hereinafter referred to as **"SOUTHERN STAR"**, whose mailing address is 4700 Kentucky Highway 56 and P.O. Box 20010, Owensboro, Kentucky 42304.

WITNESSETH:

SOUTHERN STAR certifies and has provided evidence showing that SOUTHERN STAR has right of occupancy on private right of way by holding the fee, an easement, or other property interest. SOUTHERN STAR certifies that no deed, easement, agreement, or other document granting Company's existing right of occupancy on the private right of way requires SOUTHERN STAR to relocate its facilities for public purposes at SOUTHERN STAR's own expense.

WHEREAS, the CITY desires that SOUTHERN STAR'S PIPELINE be relocated for improvements to East Kellogg and Webb road located in the part of the Southwest Quarter of

Section 21-T27S-R2E and the Northwest Quarter of Section 28-T27S-2E, and the Northeast Quarter of Section 29 T27S R2E in Sedgwick County, Kansas; and

WHEREAS, CITY owns a public road right-of-way lying where City proposes to develop East Kellogg and Webb road preliminary street improvements as referenced on drawing titled, US 54 State Highway, City of Wichita, Project 472 84615, sheet 69 of 607, dated October 19, 2010.

WHEREAS, CITY has requested that SOUTHERN STAR conduct the preliminary engineering and design for the proposed relocation of its pipeline referred above (hereinafter, the "**WORK**"); and

WHEREAS, it is in the best interest of the CITY for SOUTHERN STAR to proceed with the WORK associated with the relocation of SOUTHERN STAR'S PIPELINE with an estimated cost Eighty-Nine Thousand, Eight Hundred, and Forty-Six dollars and no cents ($89,846.00) as more fully described in **Exhibit A**, which is attached hereto and made apart hereof.

WHEREAS, for the purpose of this agreement, CITY shall reimburse SOUTHERN STAR for preliminary route design cost without regard to actual proportion of cost determined by the study, applicable to each party based on right-of-way widths of E. Kellogg & Webb road. The cost associated with the actual reroute and engineering will be proportional to the CITY and SOUTHERN STAR and will be shown in the actual reimbursement agreement for the relocation of SOUTHERN STAR facilities.

NOW, THEREFORE, in consideration of the premises and mutual promises of the parties, the CITY and SOUTHERN STAR agree as follows:

1. SOUTHERN STAR and / or its contractor shall furnish the **WORK**, the costs and scope of which are more fully described in **Exhibit A**.

2. Upon completion of the **WORK**, SOUTHERN STAR shall forward to the CITY it proposed route for the relocation of SOUTHERN STAR'S PIPELINE in conjunction with the CITY'S East Kellogg and Webb intersection street improvements. An itemized invoice shall be sent to the CITY reflecting the amount equal to one hundred percent (100%) of the actual costs incurred by SOUTHERN STAR for the WORK.

3. In the event the actual costs incurred for the work performed exceeds the estimated amount as stated, SOUTHER STAR will forward itemized invoice to CITY reflecting the amount equal to 100% of the actual reasonable costs incurred above the estimated

amount. City agrees to pay all actual costs other than those which may be arbitrary and capricious.

4. The itemized invoice as referred to above shall be forwarded to the CITY at the following address:
   Attn. Mike Jacobs 7th Floor Engineering
   Public Works
   455 N. Main
   Wichita, Kansas 67202

5. In order to ensure proper and timely credit of payment to SOUTHERN STAR, payments must be mailed to the following address and attention of the person named below:
   Southern Star Central Gas Pipeline, Inc.
   Attn. Diane Bowers
   P.O. Box 20010
   Owensboro, Kentucky 42304

6. The parties agree that following the completion of the **WORK** and prior to relocation of the SOUTHERN STAR PIPELINE, a Relocation and Reimbursement Agreement governing the reimbursement for the actual relocation cost and prepayment of the estimated land acquisition cost shall be entered into by and between the CITY and SOUTHERN STAR.

7. SOUTHERN STAR agrees to include the cost of preliminary engineering and design (the **WORK**) in the Relocation and Reimbursement Agreement. If the relocation is undertaken, the CITY will receive reimbursement from SOUTHERN STAR of any payment made by CITY for said **WORK** in a proportional amount equal to the CITY's proportional amount of costs for relocation. Reimbursement may be in the form of credit towards CITY's share of relocation costs. In the event relocation is not required by the project, no refund, reimbursement, or credit for preliminary engineering costs (the **WORK**) will be made by SOUTHERN STAR to CITY.

8. The terms and provisions hereof shall extend to and be binding upon the parties and hereto, their successors, assigns, and transferees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first hereinabove written.

CITY OF WICHITA, KANSAS
BY ACTION OF THE CITY COUNCIL

By: _____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: Robert S. Bahnick

Robert S. Bahnick
Title: Vice President & Chief Operations Officer

STATE OF KENTUCKY
COUNTY OF DAVIESS

Corporate Acknowledgment

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on the 28 day of October, 2011, personally appeared Robert S. Bahnick, who being duly sworn, did say the he is Vice President & Chief Operations Officer for Southern Star Central Gas Pipeline, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and Robert S. Bahnick acknowledged said instrument to be the free act and deed of said corporation.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year written above.

ROBIN L. CARLISLE
Notary Public
State at Large, Kentucky
My Appt. Expires: 9-16-15

Notary ID 451468

Robin L. Carlisle
Notary Public

My Commission Expires: 9-16-15

Exhibit A

Scope of Work and Cost Estimate

Scope of Work

SOUTHERN STAR and/or its contractors will perform the feasibility and preliminary route study, including options for its Line TG relocation related to the CITY'S East Kellogg Street and Webb Road street improvement project..

Cost Estimate

Engineering		$28,111
Survey		$23,320
Southern Star		$38,415
	Total	$89,846

SOUTHERN STAR
CENTRAL GAS PIPELINE

Southern Star Central Gas Pipeline, Inc.
4700 Highway 56
P.O. Box 20010
Owensboro, KY 42304

270-852-5000

Date: 03/20/13
Invoice Number: M0010767
Terms: Net 30 Days

Account:
City Of Wichita
Attn: City Engineer's Office
455 N. Main Street - 7th Floor
Wichita, KS 67202
United States

Remit To:
Southern Star Central Gas Pipeline, Inc.
Attn Treasury
P O Box 20010
Owensboro, KY 42304-0010

For Questions regarding this invoice contact:
Diane Bowers
270-852-4601

Invoice Description:
Invoice for Impact Study for Kellogg and Webb Relocation - City of Wichita
Project #472 84615

Invoice Line Item:

Southern Star Charges	$10,353.06
Appraisals	$12,000.00
Outside Engineering Services	$134,841.65
Impact Study	$4,710.00
Surveying Work	$23,480.60
Please Pay This Amount	**$185,385.31** USD

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

SUBJECT: Emergency Sanitary Sewer Repairs (Outside City Limits)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Ratify and approve the emergency sanitary sewer repairs.

Background: On Friday afternoon, May 3, 2013, staff received a complaint of a sewage backup from one of the homes in the 14000 block of East Tipperary Circle. The backup is located outside of City limits, however, in 2001 the City assumed ownership and responsibility for all of the sanitary sewers in Sedgwick County. When maintenance crews arrived on site, they found a significant amount of sand in the sewer system and began the process to isolate where the failure occurred. A cleaner was used to remove the sand from the system, but more sand kept entering the system. Eventually it was discovered that the bottom portion of one manhole was deteriorated and partially collapsed. This manhole is approximately 20 feet deep and staff does not have equipment to excavate to that depth to replace the manhole.

Analysis: The Superintendent of Sewer Maintenance called three contractors that have the equipment to handle this depth. Wildcat Construction Co., Inc. was the only contractor that responded and came to assess the conditions. With several nearby houses backing up, the decision was made that Wildcat would begin moving in equipment immediately. Sewer Maintenance was able to set up a bypass pumping system to handle the three pipes that flow into that manhole. Wildcat Construction and Sewer Maintenance worked together to stabilize the situation and restore the flow of sewage.

Financial Considerations: The cost for replacing the failed manhole is $48,000. Funds are available in 2011-2020 Adopted Capital Improvement Program S-4, Reconstruction of Old Sanitary Sewers. The project will be funded from future sewer revenue bonds and/or Sewer Utility cash reserves.

Legal Considerations: City Ordinance 2.64.020(a), "Emergencies," expressly authorizes the City Manager to approve work to be performed for emergency repair of critical infrastructure facilities by an outside contractor without formal bidding. Repair of stoppages in the sanitary sewer system is an example expressly described in the ordinance for emergency approval. The City Manager approved proceeding with the project on May 6, 2013.

Recommendations/Actions: It is recommended that City Council ratify the City Manager's emergency approval of the repairs and authorize the necessary signatures.

Attachments: Memo to the City Manager.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager
Through Alan King, Director of Public Works & Utilities ADK

FROM: Gary Janzen, City Engineer

DATE: May 6, 2013

SUBJECT: Emergency Sanitary Sewer Repairs / 14400 E. Tipperary Circle

On Friday afternoon, May 3rd, 2013, a sanitary sewer manhole failed, located on the east side of 143rd Street East, at approx ½ mile north of Central. This is just north of 14400 E. Tipperary Circle.

Staff received a complaint of a sewage backup from one of the homes on Tipperary Circle. When maintenance crews arrived on site, they found a significant amount of sand in the sewer system and began the process to isolate where the failure occurred. A combination cleaner was used to remove the sand from manholes, but more sand kept entering the system. Eventually it was discovered that the bottom portion of one manhole was deteriorated and partially missing. This manhole is approx 20 feet deep and staff does not have equipment to excavate to that depth to replace the manhole.

The Superintendent of Sewer Maintenance called three contractors that have the equipment to handle this depth. One declined to bid, one didn't return the call and Wildcat Construction showed up on site. With nearby houses backing up, the decision was made that Wildcat would begin moving in equipment immediately and start work the next morning. Sewer Maintenance was able to set up a bypass pumping system to handle the three pipes that flow into that manhole. As it turned out, Wildcat needed larger equipment and the repair did not begin until this morning. Staff maintained bypass pumping through the weekend.

Due to the urgent nature and the unknown extent of the repairs, the cost of the repair is still being negotiated with Wildcat. Funding will be from CIP project S-4, Reconstruction of Old Sanitary Sewers. Inspection of the project will be performed by Public Works Engineering.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

_____, subject to finalizing cost.

Robert Layton, City Manager

-lml

Second Reading Ordinances for June 4, 2013 (first read on May 21, 2013)

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

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.

B. 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)

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.

C. 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)

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.

D. 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)

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.

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

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.

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

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.

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

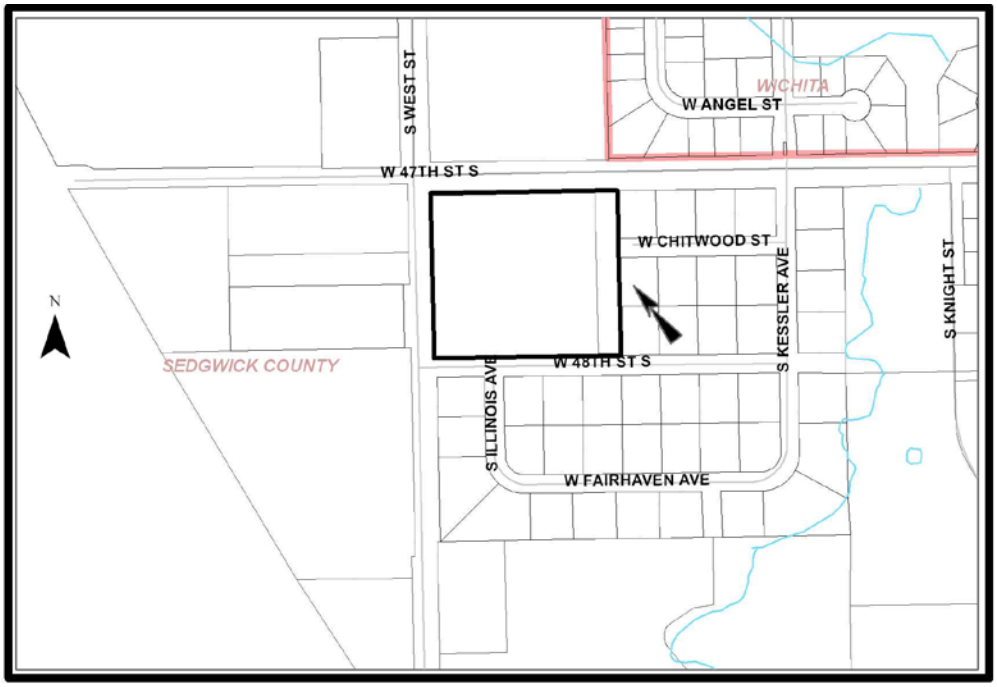
SUBJECT: SUB2013-00010 -- Plat of West 47th Addition located on the southeast corner of 47th Street South and West Street (District IV)

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 one lot on 6.91 acres, was recently annexed into the City. A zone change (ZON2013-00002) has been approved from LC Limited Commercial to GC General Commercial along with a Protective Overlay (P-O #273) addressing uses, screening, signage, parking and setbacks.

Analysis: Water service is available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for extension of sewer. The applicant has submitted a Notice of Protective Overlay identifying the approved Protective Overlay and special conditions for development on the property.

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 Certificate of Petition, Notice of Protective Overlay and Resolution 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, adopt the Resolution and place the Ordinance on first reading.

Attachments: Certificate of Petition.
Notice of Protective Overlay.
Ordinance.
Resolution.

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

I, William Johnson, Member, West 47, LLC, owners of West 47th Addition, does hereby certify that petitions(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Petition

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the West 47th Addition, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 6 day of May, 2013

By:

William Johnson, Member, West 47, LLC

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 6 day of May, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William Johnson, Member, West 47, LLC, personally known to me to be the same person who

executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Karla M. Fimple
Notary Public

My Commission Expires: 4-26-17

KARLA M. FIMPLE
Notary Public - State of Kansas
My Appt. Expires 4-26-17

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

COPY

NOTICE OF PROTECTIVE OVERLAY
WEST 47TH ADDITION (PO#273)

THIS NOTICE made this _____ day of _____, 2013, by William Johnson, Member, West 47, LLC, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lot 1, Block A
West 47th Addition, an addition to Wichita, Sedgwick County, Kansas

WHEREAS, Declarant is desirous to file notice that a protective overlay approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved West 47th Addition Protective Overlay #273 has placed restrictions on the use and requirements on the development of the above-described real property. The protective overlay 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 Lot 1, Block A, West 47th Addition.

EXECUTED the day and year first written above.

By: _____
William Johnson, Member, West 47, LLC

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 6 day of May, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William Johnson, Member, West 47, LLC, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Karla M. Fimple
Notary Public

My Commission Expires: 4-26-17

KARLA M. FIMPLE
Notary Public - State of Kansas
My Appt. Expires 4-26-17

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

(OCA150004 BID 37529-009 CID #76383)

Published in The Wichita Eagle on June 14, 2013
ORDINANCE NO. 49-512

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. ZON2013-00002

Zone change request from LC Limited Commercial to GC General Commercial, subject to Protective Overlay #273, on property described as:

West 47th Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southeast corner of 47th Street South and West Street.

SUBJECT TO THE FOLLOWING PROVISIONS OF PO #273:

A. The development parcel contains 6.91 acres, more or less.
B. Prohibited uses: group residence, general and limited; correctional placement residences, limited and general; kennel, boarding, breeding or training and hobby; riding academy or stable, tattooing and body piercing facility.
C. The transfer of title on all or any portion of the land included in the development does not constitute the termination of the overlay or any portion thereof; but said overlay shall run with the land for development and be binding upon the present land owners, their successors and assigns and their lessees unless amended. However, the Planning Director, with the concurrence of the Director of the Metropolitan Area Building and Construction Department, may approve minor adjustments to the conditions of this overlay, consistent with the approved development plan.
D. Landscape and Parking Lot screening shall be in accordance with the City of Wichita Landscape Ordinance. A landscape plan, prepared by a landscape architect licensed in the State of Kansas, indicating the location, type and specification of plant material shall be submitted to the planning department for their review and approval prior to the issuance of any building permit(s).
E. Minimum Setback Requirements:
   Front Setback 20 feet
   Side Setback 0 feet
   Rear Setback 0 feet
F. All signs shall be per City Code for property zoned GC except that the CUP standards for signage shall control if in conflict with the Sign Code.
G. Parking shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code.
H. An owners' association agreement providing for the maintenance of reserves, open spaces, internal devices, parking areas, drainage areas, etc., shall be filed by the time the plat is filed of record.
I. All drainage ways and easements shall be determined at the time of platting.
J. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the

Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

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 11th day of June, 2013.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

132019

First Published in the Wichita Eagle on June 7, 2013

RESOLUTION NO. 13-100

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 540, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 47TH ST. SOUTH , EAST OF WEST) 468-84882** 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 540, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 47TH ST. SOUTH , EAST OF WEST) 468-84882** 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 540, Southwest Interceptor Sewer (south of 47th St. South, east of West) 468-84882.**

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 **Seventeen Thousand Dollars ($17,000)** 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:

WEST 47TH ADDITION
Lot 1, Block A

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 **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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 4th day of June, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

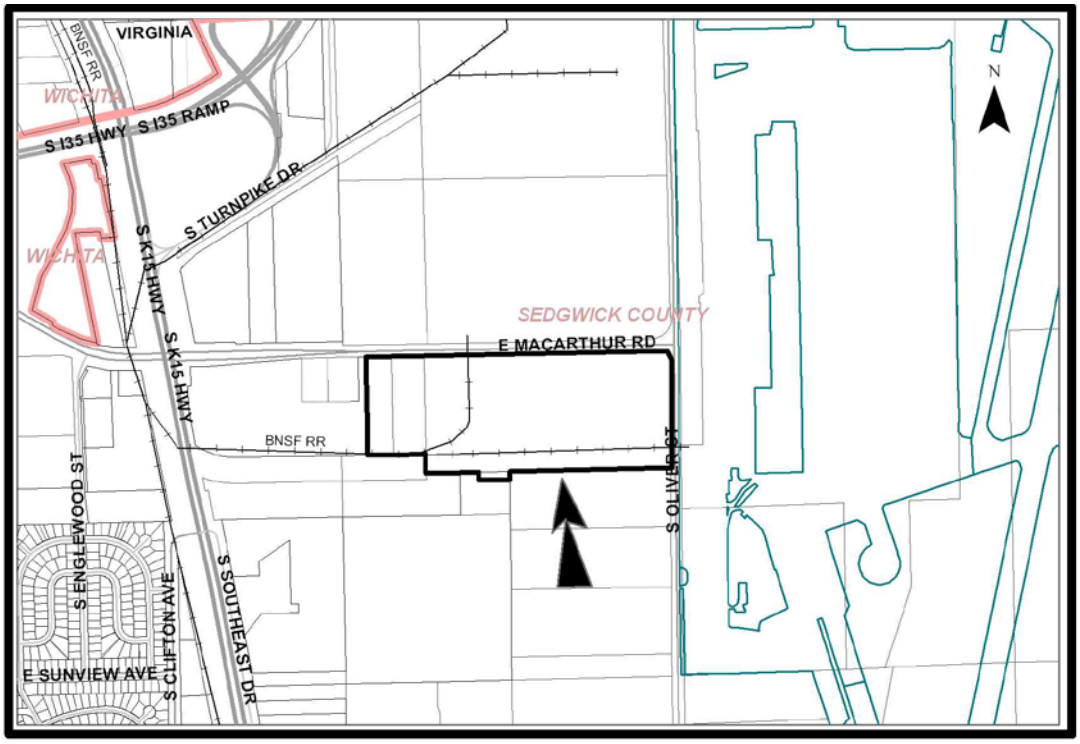
SUBJECT: SUB2013-00011 -- Plat of MacArthur East Addition located on the southwest corner of MacArthur Road and Oliver

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0-1)



Background: The site, consisting of one lot on 49.77 acres, is located in the County within three miles of the City of Wichita.

Analysis: Water and sewer services are available to serve the site. The site is within the noise impact area of the McConnell Air Force Base; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

The 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 Avigational Easement and Restrictive Covenant as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, and authorize the necessary signatures.

Attachments: Avigational Easement.
Restrictive Covenant.

COPY

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, Spirit Aerosystems, Inc. (grantors), do hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lot 1, Block 1; MacArthur East an Addition to Sedgwick County, Kansas.

By virtue of this easement, the grantors, for and on behalf of themselves and their respective successors in interest to any and all of the real property above described, waive as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in takeoff and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantors have signed these presents this 2nd day of May, 2013.

SPIRIT AEROSYSTEMS, INC.

By: _____
Mike Hart, Senior Facilities Manager

PEC Project No. 12648-001-5932
Avigational Easement – Spirit Aerosystems

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Mike Hart, Senior Facilities Manager for Spirit Aerosystems, Inc., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 2 day of May, 2013.

Nancy Bluml
Notary Public

My Appointment Expires: 11-4-14

NOTARY PUBLIC - State of Kansas
NANCY BLUML
My Appt. Exp. 11/04/2014

Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

This covenant, executed this 2nd day of May, 2013.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as MacArthur East, an Addition to Sedgwick County, Kansas; and

WHEREAS, Grantors are the owners of Lot 1, Block 1; MacArthur East an Addition to Wichita, Sedgwick County, Kansas, which property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a land owners enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or well being, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area;

NOW, THEREFORE, the undersigned does hereby subject MacArthur East, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

2. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

3. 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.

SPIRIT AEROSYSTEMS, INC.

By: _____
Mike Hart, Senior Facilities Manager

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Mike Hart, Senior Facilities Manager for Spirit Aerosystems, Inc., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 2 day of May, 2013.

Nancy Bluml
Notary Public

My Appointment Expires 11-4-14

NOTARY PUBLIC - State of Kansas
NANCY BLUML
My Appt. Exp. 11/04/2014

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 4, 2013

TO: Mayor and City Council

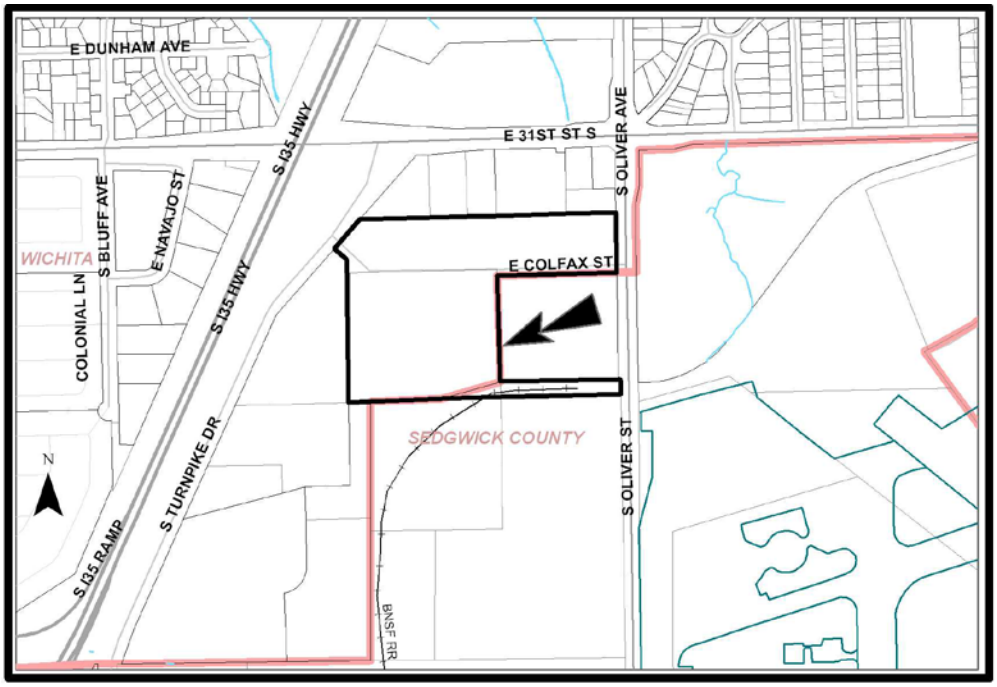
SUBJECT: SUB2013-00013 -- Plat of Turnpike Industrial 4th Addition located south of 31st Street South, on the west side of Oliver (District III)

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 one lot on 22.1 acres, is a replat of the Turnpike Industrial 3rd Addition in addition to unplatted property. A portion of the site is located in the County adjoining Wichita's municipal boundaries. Due to a 2008 agreement between the City and County, the property will not be annexed.

Analysis: Water and sewer services are available to serve the site. The site is within the noise impact area of the McConnell Air Force Base; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Avigational Easement and Restrictive Covenants as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, and authorize the necessary signatures.

Attachments: Avigational Easement.
Restrictive Covenants.

COPY

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, Spirit Aerosystems, Inc. (grantors), do hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lot 1, Block 1; Turnpike Industrial 4th Addition an Addition to Wichita, Sedgwick County, Kansas.

By virtue of this easement, the grantors, for and on behalf of themselves and their respective successors in interest to any and all of the real property above described, waive as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in takeoff and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantors have signed these presents this 2nd day of May, 2013.

SPIRIT AEROSYSTEMS, INC.

By: _____
Mike Hart, Senior Facilities Manager

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Mike Hart, Senior Facilities Manager for Spirit Aerosystems, Inc., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 2 day of May, 2013.

Nancy Bluml
Notary Public

My Appointment Expires: 11·4·14

NOTARY PUBLIC - State of Kansas
NANCY BLUML
My Appt. Exp. 11/04/2014

Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

This covenant, executed this 2nd day of May, 2013.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Turnpike Industrial 4th Addition, an Addition to Sedgwick County, Kansas; and

WHEREAS, Grantors are the owners of Lot 1, Block 1; Turnpike Industrial 4th Addition an Addition to Wichita, Sedgwick County, Kansas, which property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a land owners enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or well being, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area;

NOW, THEREFORE, the undersigned does hereby subject Turnpike Industrial 4th Addition, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

2. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

3. 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.

SPIRIT AEROSYSTEMS, INC.

By: _____
Mike Hart, Senior Facilities Manager

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Mike Hart, Senior Facilities Manager for Spirit Aerosystems, Inc., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 2 day of May, 2013.

Nancy Bluml
Notary Public

My Appointment Expires 11-4-14

NOTARY PUBLIC - State of Kansas
NANCY BLUML
My Appt. Exp. 11/04/2014

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

This covenant, executed this 2nd day of May, 2013.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Turnpike Industrial 4th Addition, an 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 reserve being platted.

NOW, THEREFORE, the undersigned does hereby subject Turnpike Industrial 4th Addition, an 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 reserve.

2. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage systems within the reserve as noted above or fail in any manner to fulfill their obligations relating to the reserve, 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 reserve from becoming a nuisance, may enter upon said reserve 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 reserve in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserve. 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.

3. 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.

SPIRIT AEROSYSTEMS, INC.

By: _____
Mike Hart, Senior Facilities Manager

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this 2 day of May, 2013, by Mike Hart, Senior Facilities Manager for Spirit Aerosystems, Inc.

NOTARY PUBLIC - State of Kansas
NANCY BLUML
My Appt. Exp. 11/04/2014

Nancy Bluml

My appointment expires: 11-4-14

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 4, 2013

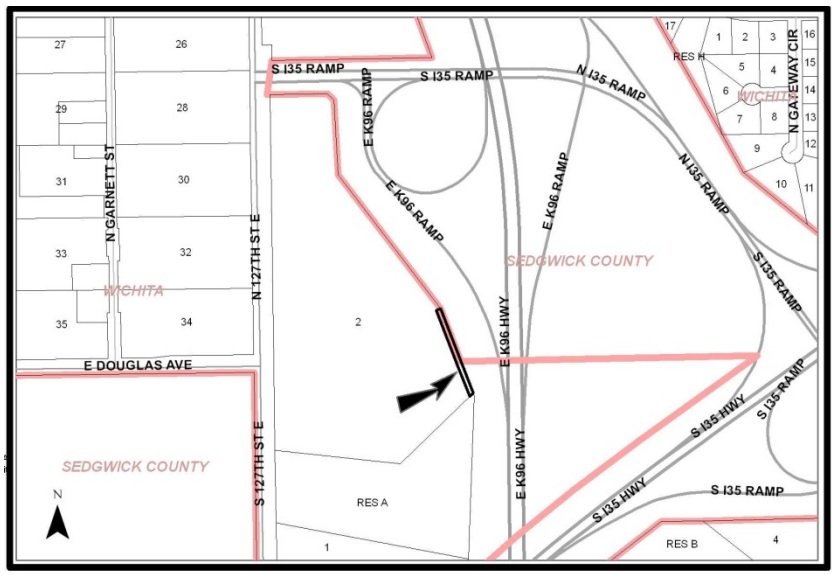
TO: Mayor and City Council

SUBJECT: DED2013-00014 Dedication of Drainage and Utility Easement located south of Central, east of 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.



Background: The Dedication is associated with Lot Split Case No. LSP2013-00005 (Meadowland Addition).

Analysis: The Dedication DED2013-00014 is for the purpose of constructing, maintaining and repairing a drainage system.

Financial Considerations: There are no financial considerations associated with the Dedication.

Legal Considerations: The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachment: Drainage and Utility Easement.

COPY

DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT made this 2nd day of May, 2013, by and between William Lusk, Jr., Trustee of the William Lusk, Jr. Living Trust dated May 26, 1994, and William E. Lusk, Jr., a/k/a W. E. Lusk, Jr., Trustee of the Aetna Trust UTA dated August 24, 1966, parties of the first part, and the City of Wichita, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

A 20.00 foot wide tract of land in Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the most easterly southeast corner of said Lot 2, said most easterly southeast corner also being the most northerly northeast corner of Reserve "A" in said Meadowland Addition; thence N21°07'33"W along the east line of said Lot 2, 157.18 feet to a deflection corner in said east line; thence N21°13'02"W along the east line of said Lot 2, 255.99 feet to a deflection corner in said east line; thence S68°46'58"W perpendicular to the last described course, 20.00 feet; thence S21°13'02"E parallel with the east line of said Lot 2, 255.98 feet; thence S21°07'33"E parallel with and 20.00 feet normally distant southwesterly of the east line of said Lot 2, 165.63 feet to a point on the southeast line of said Lot 2; thence N45°55'54"E along the southeast line of said Lot 2, 21.72 feet to the point of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

DED 2013-14
LSP 2013-05

IN WITNESS WHEREOF: The said first parties have signed these presents the day and year first above written.

William Lusk, Jr. Living Trust
dated May 26, 1994

By: _____
William Lusk, Jr., Trustee

Aetna Trust
UTA dated August 24, 1966

By: _____
William E. Lusk, Jr., a/k/a
W. E. Lusk, Jr., Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

ELIZABETH A. KNUDSON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6/30/2016

BE IT REMEMBERED, that on this 2nd day of May, 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 persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Elizabeth A. Knudson
Notary Public

(My Appointment Expires: June 30, 2016)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

ELIZABETH A. KNUDSON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6/30/2016

BE IT REMEMBERED, that on this 2nd day of May, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William E. Lusk, Jr., a/k/a W. E. Lusk, Jr., as Trustee of the Aetna Trust UTA dated August 24, 1966, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Elizabeth A. Knudson
Notary Public

(My Appointment Expires: June 30, 2016)

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 4, 2013

TO: Wichita Airport Authority

SUBJECT: Southwest Airlines Co.
Use and Lease Agreement
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: The Wichita Airport Authority (WAA) has a uniform use and lease agreement with the passenger carrying airlines serving Wichita Mid-Continent Airport. On February 5, 2013, the WAA approved the supplemental agreements with the existing airlines that extended the term through December 31, 2013. The supplemental agreement for AirTran included language to recognize the merger between AirTran and Southwest Airlines Co. (Southwest) and which allowed the transfer of the AirTran leased space to Southwest when Southwest began service in mid-2013.

Analysis: A new use and lease agreement will allow Southwest to operate as a signatory airline at Mid-Continent Airport. Southwest will assume all of the leasehold space previously rented by AirTran in the terminal building. The new lease begins June 2, 2013, and expires concurrent with the use and lease agreements of the other passenger carrying airlines. The existing agreement with AirTran will terminate simultaneous with the initiation of the Southwest agreement.

Financial Considerations: Southwest will operate from the same terminal area space that was leased by AirTran. The 2013 revenue from that space is estimated to be $261,800. Landing fee revenue from Southwest is estimated to increase, by approximately $319,000, to $632,100 annually since it will be flying larger aircraft and providing more flights per day than AirTran.

Legal Considerations: The 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 agreement and authorize the necessary signatures.

Attachments: Agreement

AIRLINE AIRPORT USE AND LEASE AGREEMENT

BY AND BETWEEN

WICHITA AIRPORT AUTHORITY

AND

SOUTHWEST AIRLINES CO.

FOR

WICHITA MID-CONTINENT AIRPORT

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AIRLINE AIRPORT USE AND LEASE AGREEMENT

BETWEEN

WICHITA AIRPORT AUTHORITY

AND

SOUTHWEST AIRLINES CO.

THIS AGREEMENT, made and entered into this June 4, 2013, by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas (hereinafter referred to as "Authority") and SOUTHWEST AIRLINES CO., a corporation organized and existing under and by virtue of the laws of the State of Texas (hereinafter referred to as "Airline") acting by and through its designated officers pursuant to its bylaws or a resolution of its Board of Directors;

WITNESSETH:

WHEREAS, Authority owns and operates the Wichita Mid-Continent Airport (hereinafter referred to as "Airport"); and

WHEREAS, Authority has the right to lease and license the use of property on Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Airline is a corporation primarily engaged in the business of air transportation by aircraft for the carriage of persons, property, and mail; and

WHEREAS, Airline desires to use certain premises and facilities, and to exercise certain rights and privileges at Airport in connection with the operation of its Air Transportation System, and Authority is willing to agree to such use, rights and privileges as set forth herein; and

WHEREAS, the intent of the parties hereto is to enter into an agreement which will more definitively specify the rights and obligations of the parties with respect to the operation of Airport by Authority and the use and occupancy of Airport by Airline, and this Agreement is responsive to and in accordance with that intent;

NOW, THEREFORE, Authority and Airline for, and in consideration of, the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 - Definitions

The following words, terms and phrases wherever used in this Agreement shall, for the purposes of this Agreement, have the following meanings:

Air Transportation Company shall mean a company engaged in the business of scheduled or nonscheduled commercial transportation by air of persons, property, mail, and/or cargo.

Agreement shall mean this Airline Airport Use and Lease Agreement between Authority and Airline, as the same may be amended from time to time.

Affiliate shall mean an Air Transportation Company that (1) shares a reservation code with or is a wholly-owned subsidiary of Airline or otherwise, under contract with Airline and (2) operates under essentially the same trade name at the Airport and (3) uses essentially the same livery as Airline, and (4) is a part of and feeds into the Airline's connection system.

Aircraft Parking Apron shall mean that part of Ramp Area immediately adjacent to Terminal that is used for the parking of aircraft and support vehicles and the loading and unloading of passengers, baggage, and other mail or cargo, the boundaries of which are shown in Exhibit "B" attached hereto.

Airfield shall mean those portions of Airport provided for the landing, take-off and taxiing of aircraft, including without limitation approach and turning zones, aviation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

Airline Premises shall mean Exclusive Use Premises, Preferential Use Premises and Joint Use Premises as hereinafter defined.

Airport shall mean the Wichita Mid-Continent Airport owned and operated by The Wichita Airport Authority, the current boundaries of which are shown on Exhibit "A" attached hereto.

Airport System shall mean Wichita Mid-Continent Airport and Colonel James Jabara Airport.

Air Transportation System shall mean that system operated by Airline for the commercial transportation of persons, property and mail by air.

Bond Resolution shall mean any bond resolution(s) of the Authority authorizing the issuance of any Bonds or other financing obligations with respect to the Airport System, as such may be supplemented or amended from time to time.

Bonds shall mean any bonds or other financing instrument or obligation of the Authority, other than Subordinated Indebtedness, issued for the purposes of improving the Airport System pursuant to any Bond Resolution.

Capital Charges shall mean (i) Debt Service, (ii) amortization requirements for projects funded by Authority in Airline Cost Centers, and (iii) the cost of any other single capital item made to improve, maintain, or develop the Airport System which is not included in (i) or (ii) above.

Code Share Airline shall mean a Scheduled Air Carrier providing regularly scheduled air service at the Airport under a common airline code with a Host Airline.

Debt Service shall mean the required amounts to be deposited within the principal and interest accounts created by the Bond Resolution, and such other fund(s) which may be established for payment of Other Indebtedness or Subordinated Indebtedness during any period for the payment, when due, of principal of, interest on, and other fees and amounts associated with such debt.

Debt Service Coverage shall mean, for any Fiscal Year, the amount equal to twenty-five percent (25%) of Debt Service, as defined in the Bond Resolution, for all series of Bonds plus such other amount as may be established by any financing agreement with respect to Other Indebtedness or Subordinated Indebtedness.

Debt Service Reserve Fund(s) shall mean the fund or funds established in the Debt Service Fund pursuant to the Bond Resolution or any other financing document for the deposit of funds necessary to satisfy any Debt Service Reserve Requirement.

Debt Service Reserve Fund Requirement shall mean the reserve requirement as defined in the Bond Resolution for all series of Bonds, and any reserve requirements established for Subordinated Indebtedness or Other Indebtedness.

Director shall mean the Director or Acting Director of Airports, and shall include such person or persons as may from time to time be authorized in writing by the Director to act for the Director with respect to any or all matters pertaining to this Agreement.

Enplaned Passengers shall mean all (i) originating; (ii) on-line transfer; and (iii) off-line transfer revenue passengers boarded at the Airport.

Exclusive Use Premises shall mean Terminal space leased to Airline for its exclusive use as shown on Exhibits "B" and "C" attached hereto, as such may be amended from time to time.

Fiscal Year shall mean the then current annual accounting period of Authority for its general accounting purposes which, at the time of entering into this Agreement, is the period of twelve (12) consecutive calendar months ending with the last day of December of any year.

Gate Position shall mean Airline's passenger gate(s), including Airline's Aircraft Parking Apron, holdroom, passenger loading bridge(s), if any, and appurtenant furnishings in and about the Terminal that are reasonably necessary for the use thereof; provided, however, Gate Position shall specifically exclude any space leased by Airline under the Terminal concourses.

Host Airline shall mean a Signatory Airline accommodating an Affiliate within its Airline Premises.

Joint Use Premises shall mean those Terminal areas assigned to two or more Scheduled Air Carriers, as shown on Exhibits "B" and "C" attached hereto.

Maximum Gross Landed Weight shall mean the maximum gross certificated landing weight in one thousand pound units for which each aircraft operated by Airline is certified by the Federal Aviation Administration ("FAA"), or any successor agency thereto.

Non-Revenue Landing shall mean any aircraft landing by Airline at Airport for which Airline receives no revenue, and shall include irregular and occasional ferry, test, courtesy, inspection, or other similar flights.

Operation and Maintenance Expenses (O&M Expenses) shall mean, for any period, all expenses accrued by Authority in accordance with generally accepted accounting practices for airports of similar characteristics for the operation, maintenance, administration and ordinary current repairs of the Airport System in order to maintain and operate the Airport System in a reasonable and prudent manner.

Operation and Maintenance Reserve Requirement (O&M Reserve Requirement) shall mean a reserve created and maintained sufficient to pay three months of budgeted O&M Expenses.

Other Debt Service shall mean any principal, interest, and premium, either paid or accrued, on Other Indebtedness of the Authority relating to improvements to the Airport System.

Other Indebtedness shall mean any debt incurred by Authority for Airport System purposes which is outstanding and not authenticated and delivered under and pursuant to any Bond Resolution or any Subordinated Bond Resolution.

Preferential Use Premises shall mean Aircraft Parking Apron(s), hold room(s) and Authority owned passenger loading bridge(s), if any, assigned to Airline, as set forth in Section 3.1, and to which Airline shall have preferential use, defined herein as the unrestricted higher and continuous priority over all other users, subject to the provisions of Article XVI herein. The Director may, with notice appropriate under the circumstances, authorize another Air Transportation Company pursuant to Article XVI to utilize Airline's hold rooms, loading bridges, and Aircraft Parking Apron when such use does not conflict with Airline's scheduled flight activities, including a period of forty-five (45) minutes after any of Airline's scheduled departure times and forty-five (45) minutes prior to any of Airline's scheduled arrival times and during Airline's aircraft parking overnight, or for the scheduled flight activities of an airline with which Airline has a Code Share Airline agreement, approved subleases, or handling agreements.

Ramp Area shall mean the aircraft parking and maneuvering areas adjacent to Terminal, and shall include within its boundaries all Aircraft Parking Aprons.

Requesting Airline shall mean a Scheduled Air Carrier desiring to provide new or expanded commercial passenger air transportation service to and from Airport, and which is unable to obtain adequate Aircraft Parking Apron and/or Terminal space from Authority.

Revenue Landing shall mean an aircraft landing by Airline at Airport in conjunction with a flight for which Airline makes a charge or for which revenue is derived for the transportation by air of persons, property or mail, but Revenue Landings shall not include any landing of an aircraft which, after having taken off from Airport and without making a landing at any other airport, returns to land at Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

Scheduled Air Carrier shall mean an Air Transportation Company performing or desiring to perform scheduled commercial air transportation service over specified routes to and from Airport, and holding any necessary authority to provide such transportation from the appropriate federal and state agencies. Affiliates of Host Airlines providing scheduled air transportation to and from Airport, together with the Host Airlines, shall be considered as one Scheduled Air Carrier for the sole purpose of calculating and assessing fees and charges hereunder.

Signatory Airlines shall mean those airlines which provide scheduled air transportation to and from the Airport and which have executed substantially similar agreements to this Agreement, including term, with Authority for the lease, use, and occupancy of facilities at the Airport, including the lease of at least one (1) holdroom and associated Aircraft Parking Apron.

Special Purpose Facilities shall mean any capital improvements paid from other than Airport revenues and located or to be located on any property included under the definition of the Airport.

Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation subordinate to the Bonds, issued pursuant to a Subordinated Bond Resolution.

Subordinated Bond Resolution shall mean a Resolution of the Authority authorizing the issuance by the Authority of Subordinated Indebtedness, as such may be supplemented or amended from time to time.

Terminal shall mean the airline terminal building owned and operated by Authority at Airport, as shown on Exhibit "A" hereof.

U.S. Implicit Price Deflator Index shall mean the then most recently issued year-to-date United States Gross National Product Implicit Price Deflator Index issued by the United States Department of Commerce, or, if such index shall be discontinued, a successor index designated by the United States Government.

Section 1.2 – Construction

1.2.A. Additional words and phrases used in this Agreement but not defined herein shall have their usual and customary meaning.

1.2.B. Unless the context clearly indicates otherwise, words used in the singular include the plural, and words used in the plural include the singular.

ARTICLE II
TERM AND SUBSTITUTION

Section 2.1 - Initial Term

The term of this Agreement shall commence, retroactively back to, June 2, 2013 and expire at midnight on December 31, 2013, subject to earlier termination as herein provided.

This new Agreement shall replace the existing Use and Lease Agreement between the parties, originally executed and dated May 7, 2002, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and subsequently supplemented by Supplemental Agreement No. 1 dated May 7, 2002; Supplemental Agreement No. 2 dated May 6, 2003; Supplemental Agreement No. 3 dated December 21, 2004; Supplemental Agreement No. 4 dated January 9, 2007; Supplemental Agreement No. 5 dated December 11, 2007; Supplemental Agreement No. 6 dated January 13, 2009; Supplemental Agreement No. 7 dated February 23, 2010; Supplemental Agreement No. 8 dated February 15, 2011; Supplemental Agreement No. 9 dated February 28, 2012; and Supplemental Agreement No. 10, dated February 5, 2013. That original Airtran Airways, Inc. Use and Lease Agreement, as supplemented, shall be retroactively terminated as of June 2, 2013.

ARTICLE III
PREMISES

Section 3.1 - Airline Premises

3.1.A. Authority does hereby lease and demise to Airline, and Airline does hereby lease and accept from Authority, Exclusive Use Premises, Preferential Use Premises, and Joint Use Premises, as set forth on Exhibits "B" and "C".

3.1.B. Authority and Airline may, from time to time, by written agreement, add to or delete space from Airline Premises. Authority shall not permit deletion of space unless needed by Airport for its own use or for lease to another tenant requesting such space. Exhibits "B" and "C" shall be revised as of the effective date of such additions or deletions to reflect agreed upon additions or deletions of space.

3.1.C. Notwithstanding the above Paragraph 3.1.B., Authority shall also have the right upon 90 days advance written notice or such other timeframe which may be reasonable and agreed to by Airline and Authority to relocate Airline to comparable, alternative premises that are ready for beneficial occupancy if such relocation is necessary to ensure the efficient use of all Terminal areas, with due recognition of the specific needs of each carrier, including Airline, operating at the Airport. In the event Airline is relocated, in whole or in part, appropriate changes to Exhibits "B" and "C" shall be made. Authority or the Air Transportation Company being accommodated shall pay all costs of any such relocation, and Airline shall provide receipts or other evidence of any relocation expenses.

3.1.D. All space added to, or deleted from, Airline Premises pursuant to this Section 3.1 shall be subject to all the terms, conditions, and other provisions of this Agreement and Airline shall pay to Authority all rentals, fees and charges applicable to such additional Airline Premises in accordance with the terms of this Agreement.

3.1.E.(1) The Authority and Airlines recognize that the use of certain Joint Use Space as set forth in Exhibits "B" and "C" of the Agreement require ingress and egress through Airline Preferential Use Premises. Airline shall make ingress and egress to such Joint Use Space available to passengers, other airline personnel, and Authority personnel when reasonably required for the efficient and convenient movement of passengers, personnel, and objects. In recognizing the right to such use by others, the parties agree that the Airline shall retain the reasonable and unrestricted higher and continuous priority over other users on its Preferential Use Premises.

3.1.E.(2) During the ingress and egress of Airline Preferential Use Premises by passengers, other airline personnel and Authority personnel pursuant to this Section, Airline shall be relieved of its obligation under this Agreement to indemnify and save harmless Authority, its agents and employees, its successors and assigns, with regard to any claim for damages or personal injury arising out of or in connection with said passenger, other airline personnel and Authority's personnel using Airline's Preferential Use Premises unless such damage or personal injury is proximately caused by the negligence of Airline, its agents, employees, licensee, or those under its

control who have come upon Airline Preferential Use Premises in connection with Airline's occupancy hereunder.

Section 3.2 - Employee Parking

Authority shall make available or cause to be developed an area or areas at the Airport as common parking facilities for personnel employed at the Terminal, including Airline personnel, subject to applicable charges for such parking facilities as set forth in Paragraph 6.4.A. herein.

Section 3.3 - Authority Fuel Facilities

Airline shall have the right to utilize the fueling facilities, equipment, and appurtenances, including the tank farm owned by the Authority, for the receiving, storing, and dispensing of aviation fuel, subject to (i) reasonable rules and regulations established by the Director; (ii) the payment of charges for such use as set forth in Paragraph 6.4.B. of this Agreement; (iii) the terms of existing agreements between the Authority and any designee operating the Authority's facilities; and (iv) the execution of a separate agreement with Authority if Airline directly utilizes the Authority fuel facilities without engaging the services of Authority or its designee.

ARTICLE IV
USE OF AIRPORT AND RELATED FACILITIES

Section 4.1 - Airline Rights and Privileges

Airline shall have the right, in addition to all rights granted elsewhere in this Agreement, to use areas of Airport as designated in this Agreement for the following purposes:

4.1.A. The operation of its Air Transportation System for the carriage of persons, property and mail, including all activities reasonably necessary to such operations.

4.1.B. The landing, taking off, flying over, taxiing, towing, parking, loading and unloading, conditioning and servicing of aircraft of Airline; and, in areas designated by Authority, the extended parking, servicing, loading or unloading, storage or maintenance of Airline's aircraft, subject to availability of space and to such reasonable charges and regulations as Authority may determine for areas not part of Airline Premises. Such rights shall extend to the aircraft or other equipment of any other aircraft operator with which Airline has an agreement in accordance with Article XV.

4.1.C. The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, and the sale, handling, and providing of mail, freight, and express services.

4.1.D. The training at Airport of personnel in the employ of or to be employed by Airline, and the testing of aircraft and other equipment being utilized on the Airport in the operation of its Air Transportation System, provided that such training and testing is incidental to the use of Airport in the operation by Airline of its Air Transportation System, does not include flight training between the hours of 10:00 p.m. and 7:00 a.m., and will not unreasonably hamper or interfere with the use of Airport and its facilities by others entitled to use of the same. In the event the number of training and testing flights by Airline exceeds ten (10) percent of Revenue Landings by Airline in any one calendar month, then Airline shall pay for such excess flights landing fee charges calculated using the then current rates established in this Agreement for Revenue Landings.

4.1.E. The sale, disposition or exchange of Airline's aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel and other equipment, or supplies, subject to any limitations contained herein, and provided that such rights shall not be construed as authorizing the conduct of a separate business by Airline, but shall only permit Airline to perform such functions as are incidental to the operation of its Air Transportation System. Airline shall not sell aviation fuels or propellants except (i) to a wholly owned subsidiary company, parent company, or a successor company; (ii) for use in aircraft of others which are being used solely in the operations of Airline; or (iii) to others when a comparable grade and type of fuel desired by others is not available at Airport except from Airline.

4.1.F. The purchase at the Airport or elsewhere, of fuels, lubricants and any other supplies and services, from any person or company, subject to paragraph 4.1.E. and to the Authority’s right to require that each provider of services and/or supplies to Airline secures a permit from Authority

to conduct such activity at the Airport, pays required fees, and abides by all reasonable rules and regulations established by Authority. No discriminatory limitations or restrictions shall be imposed by Authority that interfere with such purchases; provided, however, nothing herein shall be construed to permit Airline to store aviation fuels at the Airport. The granting of the right to store aviation fuels shall be subject to the execution of a separate agreement between Airline and Authority.

4.1.G. The servicing by Airline, or its suppliers, of aircraft and other equipment being utilized at the Airport on Airline's preferentially leased Aircraft Parking Aprons or such other locations as may be designated by the Director.

4.1.H. The loading and unloading of persons, property, and mail by motor vehicles or other means of conveyance as Airline may desire or require in the operation of its Air Transportation System, at locations designated by Authority. Airline may designate the particular carrier or carriers which are legally authorized to conduct such services in the City of Wichita and which may transport Airline's employees, property, and mail to, from, and on Airport; provided, however, Authority reserves the right to require such carrier or carriers to secure a permit from Authority to conduct such activity at Airport and to abide by all reasonable rules and regulations established by Authority.

4.1.I. The installation and maintenance at its sole cost and expense of identifying signs in Airline's Exclusive Use Premises. The general type and design of such signs shall be harmonious and in keeping with the pattern and decor of the Terminal areas; provided, however, that Authority shall permit Airline to install on the walls behind ticket counters leased by Airline, if any, identifying and company logo signs customarily installed by Airline in such areas at comparable airport facilities. All such signs of whatever number, size, design, color, nature or location shall require the written approval of Director, not to be unreasonably withheld prior to their installation.

4.1.J. The installation, maintenance and operation of such radio, communication, computer, meteorological and aerial navigation equipment and facilities, in, on and about the Airline Premises as may be necessary or convenient in the opinion of Airline for operation of its Air Transportation System; provided, however, that the location and installation of such equipment and facilities shall require the prior written approval of Director, not to be unreasonably withheld, and further provided that the placement and type of installations authorized hereunder shall not interfere with Airport navigational aids or with similar rights granted to other tenants or governmental agencies. In the event of such interference, the Director may require removal, relocation, or modification at the sole cost of Airline to eliminate such interference.

4.1.K. Such rights of way as may reasonably be required by Airline for communications, computer equipment, teletype, telephone, interphone, pneumatic tubes, conveyer systems and power and other transmission lines in and between the Terminal and other areas of Airport. The location of such rights of way shall be designated by Director.

4.1.L. The installation of personal property, including furniture, furnishings, supplies, machinery and equipment, in Airline Premises as Airline may deem necessary or prudent for the

operation of its Air Transportation System, with title to such personal property to remain with Airline in accordance with the terms of this Agreement.

4.1.M. The construction of modifications, finishes and improvements in Airline Premises as Airline may deem necessary or prudent for the proper operation of its Air Transportation System, in accordance with Article IX of this Agreement.

4.1.N. Ingress to and egress from the Airport and Airline Premises for Airline's officers, employees, agents, invitees, passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such rights shall be subject to FAR Part 107, and the Authority's right to establish rules and regulations governing (i) the general public, including Airline's passengers, and (ii) access to non-public areas at the Airport by Airline's employees, suppliers of materials and furnisher of services; provided, however, any such rules and regulations of the Authority shall not unreasonably interfere with the operation of Airline's Air Transportation System. Further, Authority reserves the right to, from time to time, temporarily or permanently restrict the use of any roadway or other area at the Airport. In the event of such restrictions, and if necessary, Authority shall ensure the availability of a reasonable equivalent means of ingress and egress.

4.1.O. The installation of a limited number of soft drink vending machines and snack vending machines, subject to the prior written approval of Director, in the non-public, Exclusive Use Premises of Airline for the exclusive use of Airline's employees and agents.

4.1.P. The rights and privileges granted to Airline pursuant to this Article IV may be exercised on behalf of Airline by other Signatory Airlines or contractors authorized by Authority to provide such services at the Airport, subject to the prior written approval of Authority and further subject to all laws, rules, regulations and fees and charges as may be applicable to the activities undertaken.

4.1.Q. Airline may, on behalf of any other Air Transportation Company or any Code Share Airline, exercise any of the rights granted Airline herein, so long as Airline is concurrently exercising those same rights in the operation of Airline's own Air Transportation System at the Airport. This right is subject to other provisions of this Agreement with respect to Authority rules and regulations.

Section 4.2 - Exclusions and Reservations

4.2.A. Authority reserves the right to install or cause to be installed advertising and revenue generating devices, including vending machines, in Joint Use Premises; provided, however, that such installation shall not unreasonably interfere with Airline's operations authorized hereunder or substantially diminish the square footage contained in Airline Premises. Authority further reserves the right to install pay telephones in any part of Terminal. Authority shall be entitled to all income generated by such telephones and devices and to reasonable access upon Airline Premises to install or service such telephones and devices; provided, however, Authority shall coordinate with Airline as to the location of such devices and consent of Airlines shall not be unreasonably withheld.

4.2.B. Director may prohibit the use of the Landing Area by any aircraft operated or controlled by Airline which exceeds the design strength or capability of the Landing Area as described in the current Federal Aviation Administration approved Airport Layout Plan or other engineering evaluations performed subsequent to the then current Airport Layout Plan.

4.2.C. Airline shall use its best efforts to promptly remove any of its disabled aircraft from runways, taxiways, aprons and Aircraft Parking Apron (the latter only if needed by Authority for operational purposes in accordance with Article XVI) and shall place any such disabled aircraft only in such storage areas as may be designated by Authority and may store such disabled aircraft only upon such terms and conditions as may be established by Authority. In the event Airline shall fail to remove any of its disabled aircraft as expeditiously as possible, Authority may, but shall not be obligated to, cause the removal of such disabled aircraft at Airline's cost.

4.2.D. Airline shall not do or permit to be done anything that may interfere with the effectiveness or accessibility of the drainage, sewerage, water, communications, or fire protection systems or any other part of the utility, electrical, or other systems installed or located from time to time at Airport.

4.2.E. Airline shall not, within its reasonable control, do or permit to be done anything either by act or failure to act that shall cause the cancellation or violate the provisions of any policy of insurance for Airport, or any part thereof, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Airline shall do or permit to be done anything either by act or failure to act that shall cause an increase in the premiums for insurance for Airport, or any part thereof, then Airline shall immediately upon demand by Director pay the amount of such increase. If such Airline act or failure to act shall cause cancellation of any policy, then Airline shall immediately upon notification by Director take such action as is necessary to cause reinstatement of said insurance.

4.2.F. The rights and privileges granted to Airline under this Article to contract with third parties for obtaining services and materials are subject to restrictive agreements, franchises, licenses, and other rights previously granted by Authority to fixed base operators, ground transportation carriers and other providers of services and materials. Copies of such agreements are available for inspection by Airline at the office of the Director.

4.2.G. Except as provided in Section 4.1.O. herein or as may subsequently be provided in a separate agreement, Airline shall not maintain or operate in the Terminal or elsewhere at Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling food and beverages to the public or to its employees and passengers, nor shall Airline in any manner otherwise provide for the sale of food and beverages at Airport; provided, however, that nothing in this Paragraph 4.2.G. shall prohibit Airline from providing customary in-flight catering services to its passengers and flight crews for consumption aloft. Airline may by separate agreement containing terms and conditions determined satisfactory by Director engage in the sale of food or beverage at any "V.I.P. room" or similar private club at the Airport, provided however, that Airline shall then pay a concession fee to Authority in addition to the rental charge for the space occupied by such club.

4.2.H. Authority reserves the right to establish rules and regulations governing access of the general public, including Airline's passengers, to public areas in the Terminal; provided, however, any such rules and regulations shall not unreasonably interfere with the operation of Airline's Air Transportation System, or alter the access rights provided for elsewhere in this Agreement.

4.2.I. The Authority and the Signatory Airlines agree to consult with each other and mutually agree at what location(s) passenger screening required by FAR Part 108, shall occur in the Terminal, and such screening must occur in these designated location(s). Such screening location(s) must be maintained by Airline, by itself or in conjunction with other Signatory Airlines, or a designee, in a clean and sightly manner, and the general décor and signage shall be in keeping with the overall quality of other Terminal public areas. Passenger screening shall be conducted in a professional-like manner, and the Signatory Airlines, or their designee, if any, shall not restrict access to areas beyond the screening location(s) without the prior written permission of the Director.

4.2.J. The rights granted by this Agreement shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of Airport.

4.2.K. Any and all rights and privileges not granted to Airline in this Agreement are hereby reserved for and to Authority.

Section 4.3 – Curbside Check-In

Airline, either alone or in conjunction with other Scheduled Air Carriers or through a nominee, may provide curbside check-in. Authority will consider a vendor arrangement, in the event one or more Signatory Airlines execute a written agreement to pay for the cost of facilities and services related to curbside check-in.

Section 4.4 – Rights of Affiliates

The rights, privileges, and obligations granted Airline hereunder with respect to the use of the Airport, its appurtenances, and facilities, or in which Airline leases space, shall accrue to any Affiliate to the same extent and degree that such rights and privileges are possessed by Airline hereunder without the requirement for the Affiliate to enter into any written agreement with the Authority. The exercise of such rights and privileges shall be subject to prior written notice by Airline documenting (a) the relationship of the Affiliate which shall be in compliance with the definition of Affiliate in Article 1, Section 1.1, and (b) Airline's agreement that Airline shall report all activity and pay charges and fees provided for under this Agreement should Affiliate fail to do so. Upon receipt of such notice by Authority, Authority shall confirm in writing the receipt of the required notice and such rights and privileges shall take effect the first day of the month following the month in which Authority receives the required notice by Airline. No additional fees or charges other than those specifically set forth and payable by Airline hereunder shall be assessed against Airline or such other Affiliate. Provided, however, it is understood and agreed that should an Affiliate lease space directly from the Authority, such space shall not be considered to be included in the rights and privileges under this Agreement and Airline shall not be responsible to

insure such space or indemnify for its use, and such space shall therefore be leased to the Affiliate as non-signatory. Notwithstanding anything to the contrary contained herein, the Affiliate shall have the opportunity to become a Signatory Airline at Airport by agreeing to the terms of and entering into an Airline Airport Use and Lease Agreement.

ARTICLE V
MAINTENANCE AND OPERATION OF AIRPORT

Section 5.1 - General

5.1.A. Authority agrees that it (i) will with reasonable diligence prudently develop, improve, and at all times reasonably maintain and operate Airport with adequate qualified personnel and keep Airport in reasonably good repair including, without limitation, the Terminal (except as set forth in Paragraphs 5.1.B. and 5.1.C.), Landing Area, Ramp Area, and all appurtenances, facilities and services now or hereafter connected therewith as the same relate to Airline's Air Transportation System; (ii) will use its best efforts to keep Airport and its aerial approaches free from obstruction and interference for the safe and proper use thereof by Airline; and (iii) will develop, maintain and operate Airport in all respects in a manner at least equal to comparable United States airports of substantially similar size, use and activity except for conditions beyond the control of Authority. Notwithstanding the above, Authority shall not be responsible for snow and debris removal within the building safety line in the Terminal area. Authority shall not be liable to Airline for temporary failure to furnish all or any of such services to be provided by Authority, whether due to mechanical breakdown or for any other causes beyond the reasonable control of Authority.

5.1.B. Airline will at all times maintain in a neat, orderly, sanitary, and presentable condition, and will provide custodial services in designated areas of Airline Exclusive Use Premises and in accordance with the maintenance and operation responsibilities provided for herein. Airline shall cause to be removed from such spaces designated herein, at Airline's own expense, all waste, garbage and rubbish and agrees not to deposit same on any part of Airport, except that Airline may deposit same temporarily in its Exclusive Use Premises or in space designated by Authority in connection with collection for removal. Should Airline refuse or neglect to maintain designated areas as herein provided, Authority, upon notice to Airline providing a reasonable amount of time for Airline to remedy such problem, shall have the right to perform such maintenance on behalf of and for Airline. Any costs for such maintenance shall be paid for by Airline no later than twenty (20) days following demand by Director for such payment at Authority's costs plus twenty (20) percent.

5.1.C. Responsibilities for maintenance, cleaning and operation of facilities shall be as set forth on Exhibit "D".

ARTICLE VI
RENTALS, FEES, AND CHARGES

Airline shall pay Authority rentals for use of Airline Premises, and fees and charges for the other rights, licenses, and privileges granted hereunder during the term of this Agreement, and shall file periodic reports as specified herein.

Section 6.1 - Landing Fee Charges

6.1.A. Airline shall pay to Authority within twenty (20) days following the end of each calendar month, without demand or invoicing, landing fee charges for Revenue Landings for the preceding month at the rate and in the amount calculated in accordance with Exhibit "G".

6.1.B. Airline shall include with its payment for landing fee charges a copy of its applicable Monthly Landed Weight/Fee Report (Exhibit "F"), showing the basis for its landing fee charges.

6.1.C. Airline shall pay to Authority within (20) days following the end of each calendar month, without demand or invoicing, landing fees charged for Revenue Landings for the proceeding month for all non-signatory commercial operators handled by the Airline, calculated in accordance with Authority's Schedule of Fees and Charges.

6.1.D. Airline shall include with payment for non-signatory commercial operators a copy of the applicable Monthly Landed Weight/Fee Report (Exhibit "F"), showing the basis for the landing fee charges.

Section 6.2 - Rentals for Exclusive Use Premises, and Joint Use Premises

6.2.A. Airline shall pay to Authority in advance, on the first day of each month, without demand or invoicing rentals for Airline's Exclusive Use Premises at the rates and in the amounts calculated in accordance with Exhibit "G".

6.2.B. Airline's proportionate share of rentals for each category and area of Joint Use Premises shall be paid by Airline to Authority in advance, on the first day of each month, without demand or invoicing and shall be calculated in accordance with the following formula:

6.2.B.(1) The total number of square feet of each category and area of Joint Use Premises shall be multiplied by the appropriate annual square footage rate calculated in accordance with Exhibit "G" for such category of space. Twenty (20) percent of the total amount calculated for each category and area shall be divided equally among all Signatory Airlines using said category and area of Joint Use Premises.

6.2.B.(2) Eighty (80) percent of the total amount calculated for each category and area shall be prorated among Scheduled Air Carriers using said category and area of premises based on the ratio of each such Scheduled Air Carriers using said category and area during the calendar month. For purposes of this calculation, each Scheduled Air Carrier's Enplaned

Passengers total shall include, in addition to the Enplaned Passengers served by such Scheduled Air Carrier, the number of Enplaned Passengers handled by said Scheduled Air Carrier for other aircraft operators not having an agreement with Authority that provides for the direct payment to Authority of appropriate charges for use of Joint Use Premises.

6.2.C. Authority shall estimate the number of Enplaned Passengers in accordance with Paragraph 6.7.D. for any Scheduled Air Carrier which fails to report its Enplaned Passenger data for these calculations. Authority shall also make appropriate adjustments in rentals, fees and charges in the event a Signatory Airline ceases to be a user of a particular category and area of Joint Use Premises.

Section 6.3 - Rentals for Preferential Use Premises

Airline shall pay to Authority in advance, on the first day of each month, without demand or invoicing, rentals for Preferential Use Premises, calculated in accordance with Exhibit "G".

Section 6.4 - Other Charges

Other charges payable by Airline, which shall be paid by Airline to Authority within twenty (20) days following receipt by Airline of billing therefore, in addition to those specified elsewhere in this Agreement, shall be as follows:

6.4.A. Employee Parking Charges. Should Airline elect to furnish free parking for its employees, Airline shall pay to Authority, or its designee, in advance on the first day of each month, or such other time as may be mutually agreed upon between Airline and Authority or its designee, without demand or invoicing, charges as are reasonably established by Authority for the use of employee parking areas designated in Section 3.2, with such charges to be related to the number of employees actually using employee parking areas.

6.4.B. Fuel Facility Charges. In the event Airline purchases or otherwise obtains fuels or lubricants pumped or processed through facilities, equipment, or appurtenances owned or operated by Authority or its designee, including the tank farm owned by Authority, then in such event Airline shall pay charges as determined by Authority or its designee for such facilities, equipment, appurtenances or services. Such charges shall be based upon Authority's actual costs associated with such facilities, equipment, appurtenances, or services, including the tank farm.

6.4.C. Miscellaneous. Charges for items or activities such as badges, extraordinary electrical usage and ramp permit fees shall be assessed by Authority and paid by Airline. To the extent practical, the Authority shall directly meter electrical usage.

Section 6.5 - Partial Month Charges

In the event the beginning or termination date with respect to any of the premises and facilities leased hereunder falls on any date other than the first and last days, respectively, of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days actually occupied during that month.

Section 6.6 - Late Payments

In the event Airline fails to make payment within twenty (20) days of the dates due as set forth in this Article VI, then Airline shall pay to Authority a monthly service charge from the date each payment was originally due equal to twelve (12%) percent per annum on any such overdue amount, and if Airline fails to make payment within ten (10) days after written notice from Authority to Airline that such payments are late. Airline shall also pay reasonable administrative costs and attorneys' fees incurred by Authority in attempting to obtain payment if Airline fails to make payment within thirty (30) days after written notice referenced above.

Section 6.7 - Information to be Supplied by Airline

6.7.A. Not later than five (5) working days after the end of each month, Airline shall file with Authority a written report on forms provided by Authority (Exhibit "E") for activity conducted by Airline during said month.

6.7.B. Not later than five (5) working days after the end of each month, separate reports shall be filed by Airline with Authority for any aircraft flights, scheduled or nonscheduled, handled by Airline for other aircraft operators not having an agreement with Authority that provides for the handled aircraft operator to submit its own reports to Authority.

6.7.C. Upon Authority's receipt of activity data submitted by all Scheduled Air Carriers for the preceding month, Authority shall submit to Airline a composite statistical report for the preceding month. Said statistical report shall be used by Authority in calculating rentals for Joint Use Premises, and other rentals, fees and charges based upon such activity data.

6.7.D. In the event Airline fails to submit the reports required by this Section 6.7 for the then current month by the tenth (10th) day of the succeeding month, Authority shall base its current rentals, fees and charges upon the most recent data transmitted by Airline to Authority, with such charges to be adjusted as necessary on the next succeeding payment date. If statistical data to be submitted by Airline continues to be unavailable in the next succeeding month, Authority shall develop estimates as to Airline's monthly activity for use in the calculation of Airline's rentals, fees and charges.

6.7.E. Airline shall at all times maintain and keep books, ledgers, accounts or other records at the Airport or at its headquarters offices reflecting the traffic statistics to be reported hereunder. Such books, ledgers, accounts and records shall be available for examination by Authority or its duly authorized representative during all reasonable business hours. If such books, ledgers, accounts or other records are not maintained at the Airport, Airline shall promptly furnish the Authority or its duly authorized representative with all information reasonably requested.

6.7.F. The acceptance by Authority of any Airline payment shall not preclude Authority from verifying the accuracy of Airline's reports on which Airline's rentals, fees and charges are based, and shall not be construed as a waiver of interest penalty due, if any.

Section 6.8 - Security for Payment

6.8.A. To provide security for the rentals, fees and charges due hereunder, Airline shall comply with either of the following two options within fourteen (14) days following the execution of this Agreement.

6.8.A.(1) Post with the Authority a surety bond, to be maintained throughout the term hereof. Such bond shall be issued by a sound indemnity company and shall be in a form and content satisfactory to Authority.

6.8.A.(2) Deliver to Authority an irrevocable letter of credit drawn in favor of Authority upon a bank satisfactory to Authority. Said irrevocable letter of credit shall be kept in force throughout the term of this Agreement and shall contain terms and conditions satisfactory to Authority.

6.8.B. For purposes of this Section 6.8, any surety bond posted by Airline, or irrevocable letter of credit provided by Airline, shall be conditioned on the satisfactory performance of all terms, conditions and covenants contained herein with respect to rentals, fees and charges during the term hereof.

6.8.C. The security for payments shall be in an amount equal to two months' rentals for Exclusive Use Premises and Preferential Use Premises, plus estimated landing fees for the same period, all as reasonably estimated by the Director. Security for payment shall also reflect the estimated landing fees for the Airline's Affiliate(s).

ARTICLE VII
ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section 7.1. – General

7.1.A. Rates for rentals, fees and charges shall be reviewed annually and may be adjusted in conformance with Exhibit "G" effective upon the first day of each new Fiscal Year, and at any time that unaudited monthly Airport financial data indicates that total rentals, fees and charges payable pursuant to the then current rate schedules are estimated and anticipated by Authority to vary by more than ten (10) percent from the total rentals, fees and charges that would be payable based upon the use of actual financial data to date for that Fiscal Year; provided, however, that Authority shall meet with Signatory Airlines prior to the making of any interim adjustments, to explain the reasons therefor, and what efforts the Authority has made, if any, to avoid the necessity of making such interim adjustments.

7.1.B. As soon as audited financial data for a Fiscal Year are available, rates for rentals, fees and charges for that preceding Fiscal Year shall be recalculated using audited financial data and the methods set forth in Exhibit "G". Except as set forth in Paragraph 7.1.E., any difference(s) between the actual rentals, fees and charges paid by Signatory Airlines during the preceding Fiscal Year, and the rentals, fees and charges that would have been paid by Signatory Airlines using said recalculated rates, shall be applied by Authority as direct credits against (or recovered through additional charges to) invoices over the remaining months of the current Fiscal Year.

7.1.C. Adjustments to rentals, fees and charges pursuant to this Article VII shall apply without the necessity of formal amendment of this Agreement. In accordance with Section 7.2 herein, a statement showing the calculation of the new rates for rentals, fees and charges as shown on Exhibit "G" shall be prepared by Authority and transmitted to Airline. Said statement shall then be deemed part of this Agreement.

7.1.D. If adjustment of rentals, fees and charges is not completed by Authority on or prior to the end of any Fiscal Year, the rentals, fees and charges then in existence shall continue to be paid by Airline until adjustment is concluded. At the time such adjustment is concluded, and except as set forth in Paragraph 7.1.E., appropriate payments by Airline (credits to Airline) shall be made to adjust rentals, fees and charges paid to date in said Fiscal Year to the amounts that would have been paid had the new rates been effective at the beginning of said Fiscal Year.

7.1.E. Notwithstanding the provisions of Paragraphs 7.1.B., and 7.1.D. with respect to any credits that may become due to Airline, Authority shall have the right to first apply any such credits against any amounts then due to Authority from Airline, whether disputed or otherwise.

Section 7.2 - Method of Adjustment

7.2.A. On or about September 1 of each Fiscal Year, Airline shall provide to Authority an estimate of its landed weight for the ensuing Fiscal Year. Authority shall then, on or about September 15 of each Fiscal Year (or approximately one hundred five (105) days prior to the end of the then current Fiscal Year), notify Airline of the schedule of rates for rentals, fees and charges

proposed for the ensuing Fiscal Year. Said rates shall be determined and presented to Airline substantially in conformance with the methods and format described in Exhibit "G".

7.2.B. If requested by a majority in number of Signatory Airlines, Director shall, within forty-five (45) days after the forwarding of the proposed schedule of rates for rentals, fees and charges, meet collectively with the Signatory Airlines at a mutually convenient time and place for the purpose of discussing said rates for rentals, fees and charges. In advance of said meeting, Authority agrees to make available to Signatory Airlines any reasonably requested additional information relating to the determination of the proposed rates. Authority agrees to fully consider the comments and recommendations of Signatory Airlines prior to finalizing its schedule of rates for rentals, fees and charges for the ensuing period.

7.2.C. Following said meeting, and prior to the end of the then current Fiscal Year, Authority shall notify Airline of the rates to be established for the ensuing period.

Section 7.3 - Annual Operating Budget

7.3.A. On or about September 1 of each Fiscal Year, Authority staff shall provide Airline a copy of its proposed operating budget for the ensuing Fiscal Year.

7.3.B. Director agrees to discuss said proposed budget, at the request of a majority in number of the Signatory Airlines or at the request of the Chairperson of the Airport Airline Affairs Committee, at the rates and charges meeting required pursuant to Paragraph 7.2.B. In advance of said meeting, Authority agrees to make available to Signatory Airlines any reasonably requested additional information relating to the proposed operating budget. Authority agrees to fully consider the comments and recommendations of Signatory Airlines prior to finalizing its operating budget.

7.3.C. Following said meeting and the adoption by the Authority of the operating budget for the ensuing Fiscal Year and upon Airline's request, Authority shall provide Airline a copy of the adopted operating budget.

Section 7.4 - Authority Covenants

7.4.A. Authority covenants that for purposes of keeping its books of account and allocating revenues and expenses, it will observe sound business principles for effective and prudent control of operation, maintenance and administration expenses.

7.4.B. Authority shall operate Airport in a manner so as to produce revenues from concessionaires, tenants and other users of Airport in amounts which would be produced by a reasonably prudent operator of an airport of substantially similar size, use and activity, with due regard for the interests of the public.

7.4.C. Authority shall not include the cost of any service provided by any governmental agency other than Authority as an expense in the calculation of rentals, fees and charges payable by Airline unless a direct charge is paid by Authority to the governmental agency providing such service.

7.4.D. Authority, in determining rates for rentals, fees and charges for Air Transportation Companies not signatory to an agreement substantially similar to this Agreement, shall take into account the differing extent of the obligations of Signatory Airlines and such other Air Transportation Companies.

7.4.E. Authority shall exclude amortization or depreciation charges on improvements to the extent the costs of such improvements are funded by public grants.

7.4.F. Authority shall apply all rentals, fees and charges, concession revenues and any other amounts collected solely to defray the costs of operating and expanding the Airport system, except as may otherwise be required by law.

ARTICLE VIII
NO ADDITIONAL CHARGES

Section 8.1 - No Other Charges

Except as provided in this Agreement, the rentals, fees and charges payable by Airline to Authority hereunder shall not be increased by Authority without the consent of Airline. Authority shall not, without the consent of Airline, add any new rent, fee or charge payable by Airline to Authority for any of the privileges granted to Airline or space leased by Airline hereunder; provided, however, nothing herein contained shall prevent Authority from charging rent or levying fees or charges in a manner consistent with the terms of this Agreement for any additional space furnished to and accepted by Airline, or for any additional service provided or privileges granted to and accepted by Airline, if said space furnished, service provided or privilege granted is not a part of the space leased, services provided or privileges specified herein. Authority shall not be prevented from charging in a manner consistent with the terms of this Agreement for any space or service which Authority is required to furnish Airline under any federal, state or local law, ordinance, or regulation, if said space or service is not a part of the space leased or services provided herein. Notwithstanding the above, should Airline engage in any activity not specifically provided for herein for which fees are paid to Authority by others conducting similar activities, then Authority reserves the right to charge Airline comparable fees unless otherwise provided for herein.

Section 8.2 - Passenger Facility Charges

Airport shall have the right, pursuant to FAR Part 158, to collect and expend passenger facility charges (PFCs).

ARTICLE IX
AIRPORT IMPROVEMENTS

Section 9.1 - General

The parties hereto recognize that capital expenditures to preserve, protect, enhance, expand, or otherwise improve Airport or any part thereof, may be required during the term of this Agreement. Any such capital expenditures shall be subject to the provisions of this Article IX.

Section 9.2 - Improvements and Development by Authority

9.2.A. Authority shall consult with the Signatory Airlines at least annually prior to the beginning of a Fiscal Year and thereafter during the Fiscal Year, as may be appropriate, regarding Authority's capital improvement plans. Authority shall give appropriate consideration to the comments and suggestions of the Signatory Airlines with respect to such proposed capital improvements.

9.2.B. On or before October 15 of each Fiscal Year, and at other times prior to the Authority undertaking capital improvements, Authority shall provide a report to the Signatory Airlines regarding its capital improvement plans. The report shall include (i) a description of each proposed capital improvement, together with any available cost estimates and any available preliminary drawings, (ii) the proposed means and terms of any required financing and the resultant annual debt service, if any, and (iii) the estimated impact of the proposed capital improvements on Signatory Airline rentals, fees, and charges.

9.2.C. If requested by three (3) or more of the Signatory Airlines, Director shall schedule, within a reasonable time, but no sooner than fifteen (15) days and no later than thirty (30) days after distribution of the report, a meeting with the Signatory Airlines to discuss the proposed capital improvements. Authority shall consider Signatory Airline comments prior to finalizing its capital improvement plans, but in any event, Authority shall have the right to proceed as it, in its sole discretion, believes appropriate.

Section 9.3 - Alterations and Improvements by Airline

9.3.A. Whenever consistent with this Agreement, Airline shall have the right to construct and install, at its sole expense, improvements in its Airline Premises as Airline deems to be necessary for its operations; provided, however, that the plans and specifications, location, and construction schedule for such improvements shall be approved by Director in writing prior to the commencement of any and all such construction or installation. Additionally, prior to the commencement of any such improvements, Airline shall obtain insurance and/or other protection of such types and in such amounts as reasonably deemed necessary by Director and shall submit evidence that such insurance has been obtained to Director. Any work associated with such construction or installation shall not interfere with the operation of the Terminal or Ramp Area. Airline shall deliver to Director reproducible "as builts", in electronic form, of Airline improvements and additions no later than thirty (30) days following the substantial completion of any such improvements and additions.

9.3.B. Any construction or installation shall be at the sole risk of Airline and shall be in accordance with all applicable state and local codes and laws and subject to inspection by Director.

9.3.C. All improvements made to Airline Premises and additions and alterations thereto made by Airline shall immediately become the property of Authority; provided, however, that any trade fixtures, signs and other personal property of Airline not permanently affixed to Airline Premises shall remain the property of Airline unless otherwise specified according to the provisions of Article XIV.

9.3.D. Airline shall require contractors to furnish satisfactory evidence of statutory Workers' Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance, on a Builder's Risk form with the interest of Authority endorsed thereon, in such amounts and in such manner as Director may reasonably require. Director may require additional insurance for any alterations or improvements approved hereunder, in such limits as Director reasonably determines to be necessary.

9.3.E. Any removal by Airline of property installed by Airline under the terms of this Agreement shall be accomplished pursuant to Article XIV and shall require the written consent of Director prior to such removal, which shall not be unreasonably withheld.

ARTICLE X
DAMAGE OR DESTRUCTION

Section 10.1 - Partial Damage

If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render Airline Premises untenantable as reasonably determined by Authority, the same shall be repaired to usable condition with due diligence by Authority as hereinafter provided. There shall be no rental abatement whatsoever.

Section 10.2 - Substantial Damage

If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be so extensively damaged by fire or other casualty, as to render any portion of said Airline Premises untenantable but capable of being repaired, as reasonably determined by Authority, the same shall be repaired to usable condition with due diligence by Authority as hereinafter provided. In such case, the rentals payable hereunder with respect to Airline's affected Airline Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenantable bears to total Airline Premises until such time as such affected Airline Premises shall be restored adequately for Airline's use. Authority shall use its best efforts to provide Airline with suitable alternate facilities to continue its operation while repairs are being completed, at a rental rate not to exceed that provided in this Agreement for comparable space.

Section 10.3 - Damage Not Repairable

10.3.A. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Airline Premises incapable of being repaired as reasonably determined by Authority, Authority shall notify Airline within a period of ninety (90) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, Authority shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Airline Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Airline.

10.3.B. In the event Authority elects to reconstruct or replace affected Airline Premises, Authority shall use its best efforts to provide Airline with suitable alternate facilities to continue its operation while reconstruction or replacement is being completed at a rental rate not to exceed that provided for in this Agreement for comparable space; provided, however, if such damaged space shall not have been replaced or reconstructed, or Authority is not diligently pursuing such replacement or reconstruction, within six (6) months after the date of such damage or destruction, Airline shall have the right, upon giving Authority thirty (30) days advance written notice, to

cancel that portion of this Agreement relating to the affected Airline Premises, but the Agreement shall remain in effect with respect to the remainder of said Airline Premises.

10.3.C. In the event Authority elects to not reconstruct or replace affected Airline Premises, Authority shall meet and consult with Airline on ways and means to permanently provide Airline with adequate replacement space for affected Airline Premises; provided, however, Airline shall have the right, upon giving Authority thirty (30) days advance written notice, to cancel that portion of this Agreement relating to the affected Airline Premises, but the Agreement shall remain in full force and effect with respect to the remainder of said Airline Premises.

Section 10.4 – General

10.4.A. Notwithstanding the provisions of this Article X, in the event that due to the negligence or willful act or omission of Airline, its employees acting within the course or scope of their employment, its agents, licensees, or those under its control, Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the restoration or replacement of said Airline Premises and Airline shall have no option to cancel this Agreement under the provisions of this Article X. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to Authority by reason of such damage or destruction, Airline shall pay the amount of such additional costs to Authority.

10.4.B. Authority shall maintain levels of insurance reasonably required as determined by Authority; provided, however, that Authority's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article X shall in any event be limited to restoring affected Airline Premises to substantially the same condition that existed prior to any such damage and shall further be limited to the extent of insurance proceeds available to Authority for such repair, reconstruction, or replacement; provided further that Authority shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, signs, or other items owned by Airline in accordance with this Agreement.

ARTICLE XI
INDEMNIFICATION AND INSURANCE

Section 11.1 – Indemnification

11.1A. Airline agrees to indemnify, save, hold harmless, and defend Authority, its Council persons, its officials, agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all reasonable expenses incidental to the investigation and defense thereof, in any way arising out of or resulting from any acts, omissions or negligence of Airline, its Affiliates, agents, employees, licensees, successors and assigns, or those under its control; in, on or about Airline Premises or upon Airport Premises; or in connection with its use and occupancy of Airline Premises or use of Airport; provided, however, that Airline shall not be liable for any injury, damage, or loss occasioned by the negligence or willful misconduct of Authority, its agents or employees. When acknowledgment of any action becomes known by the Airline or Authority, they shall give prompt written notice to the other party.

11.1.B. Airline shall indemnify, save, hold harmless, and defend Authority, its Council persons, its officials, agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all expenses incidental to the investigation and defense thereof, in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances, or regulations, by Airline, its Affiliates, agents, employees, licensees, successors and assigns, or those under its control.

11.1.C To the fullest extent permitted by law, Airline shall indemnify, save, hold harmless, and defend Authority, its Council persons, its officials, agents, and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the reasonable cost and expenses (including, but not limited to, reasonable attorney's fees, disbursements, court costs, and expert fees; unless defended by Airline) of any environmental claim arising out of or resulting from Airline's use and occupancy of Airline Premises or use of the Airport, including, but not limited to any claim for (i) discharge of pollutants, hazardous materials, hazardous substances or solid waste, hazardous wastes or toxic materials at or on the Airport, including the air, surface water, ground water, or soil from any source, including underground storage tanks, (ii) generation, handling, treatment, storage, disposal, or transportation of solid, gaseous, or liquid waste at the Airport or at any other site, facility or location, (iii) electromagnetic or other radiation or noise, (iv) exposure of any person to any hazardous material, (v) manufacture, processing, distribution, use, or storage of any hazardous material, (vi) the release or threatened release of any contamination or hazardous material to, from or through the Airport, or (vii) any of the foregoing, related to, caused by or arising from Airline's Airport-related activities, but with respect to non-Airport property, including the air, surface water, ground water, or soil. Notwithstanding the above, Airline shall not be liable for any environmental claim solely and directly attributable to a pre-existing condition on any Airport Area not caused or previously occupied by Airline or any corporate predecessor to Airline at any prior time. Airline shall not be liable for any environmental claim arising out of or resulting from the Authority's conduct.

11.1.D The provisions of this Section 11.1 shall survive the expiration or termination of this Agreement, with respect to occurrences during the term of this Agreement.

Section 11.2 – Insurance

11.2.A. Without limiting Airline's obligation to indemnify Authority, as provided for in Section 11.1, Airline shall procure and maintain in force at all times during the term of this Agreement an occurrence form, comprehensive airport premises liability and aviation insurance to protect against personal injury and bodily injury liability and property damage liability. The limits for Signatory Airlines operating aircraft larger than sixty (60) seats shall be in an aggregate amount of not less than $100,000,000 per occurrence, combined single limit; provided, however, coverage for non-passengers shall be not less than an aggregate amount of $25,000,000 per occurrence. The limits for Signatory Airlines operating aircraft with sixty (60) seats or less shall be in an aggregate amount of not less than $50,000,000 per occurrence, combined single limit. In addition, Airline shall procure and maintain in force during the Term of this Agreement, liability insurance applicable to the ownership, maintenance, use, or operation of any automobile, mobile equipment or other ground vehicle at the Airport (including owned, non-owned, or hired) in an amount not less than $5,000,000 per occurrence; statutory Workers' Compensation insurance; and other policies of insurance reasonably required by Authority. Airline shall, in its agreement with Affiliates, require Affiliates to provide Authority with the coverage identified in the paragraph; and, in the absence us such coverage agree to include the Affiliates within Airlines insurance certificate.

11.2.B. The aforesaid insurance amounts and types of insurance shall be reviewed from time to time by Authority and may be adjusted by Authority if Authority reasonably determines such adjustments are necessary to protect Authority's interests. Airline shall furnish Authority no later than thirty (30) days following the execution of this Agreement a certificate or certificates of insurance as evidence that such insurance is in force. Airline shall also ensure that Affiliates provide certificates of insurance to the Authority. Authority reserves the right to require a certified copy of such certificates upon request. Airline shall name Authority as an additional insured on such insurance policy or policies to the extent of contractual liability assumed by Airline under Section 11.1 herein. Said policies shall be in a form and content satisfactory to Authority and shall provide for thirty (30) days written notice to Authority prior to the cancellation of or any material change in such policies.

Section 11.3 - Subrogation of Insurance

11.3.A. Authority hereby waives any and all rights of recovery against Airline for or arising out of damage or destruction of the building, or the demised premises, or any other property of Authority, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Airline, its Affiliates, agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

11.3.B. Airline hereby waives any and all rights of recovery against Authority for or arising out of damage to or destruction of any property of Airline from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Authority, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

ARTICLE XII
CANCELLATION BY AUTHORITY: EVENTS OF DEFAULT BY AIRLINE

Section 12.1 - Events of Default by Airline

12.1.A. Upon the occurrence of any one of the following events of default, Authority may issue a written notice of default after providing Airline the cure period noted:

12.1.A.(1) The conduct of any business or performance of any acts at Airport not specifically authorized herein or by other agreements between Authority and Airline, and said business or acts do not cease within thirty (30) days of receipt of Authority's written notice to cease said business or acts.

12.1.A.(2) The failure to cure a default in the performance of any of the terms, covenants and conditions required herein (except Contract Security requirements, insurance requirements, and payment of rentals, fees, and charges) within thirty (30) days of receipt of written notice by Authority.

12.1.A.(3) If by reason of the nature of such default referred to in Paragraph (2) above, the same cannot be remedied within thirty (30) days following receipt by Airline of written demand from Authority, and Airline fails to commence the remedying of such default, or having so commenced, shall fail thereafter to continue with diligence the curing thereof; provided, however, Airline's required performance under this Paragraph (3) shall be conditioned by the Force Majeure provisions of Section 18.16. Airline shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, (ii) that it is proceeding with diligence to cure said default, and (iii) that such default will be cured within a reasonable period of time.

12.1.B. Upon the occurrence of any one of the following events of default, Authority may immediately issue written notice of default:

12.1.B.(1) The failure by Airline to pay any part of the rentals, fees, and charges due hereunder and the continued failure to pay said amounts in full within ten (10) days of the date of Authority's written notice of payments past due. Provided, however, if a dispute arises between Authority and Airline with respect to any obligation or alleged obligation of Airline to make payments to Authority, payments under protest by Airline of the amount due shall not waive any of Airline's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then Authority shall promptly reimburse Airline any amount determined as not due. Further, throughout the duration of any appeal or contest of any fees or charges by Airline, Airline will not be held in default under the provisions outlined herein. Authority shall use due diligence in attempting to collect any past due rentals, fees, and charges from any Scheduled Air Carrier providing air service at the Airport, including Airline.

12.1.B.(2) The failure by Airline to provide and keep in force contract security in accordance with Section 6.8.

12.1.B.(3) The failure by Airline to provide and keep in force insurance coverage in accordance with Section 11.2.

12.1.B.(4) The appointment of a trustee, custodian, or receiver of all or a substantial portion of Airline's assets.

12.1.B.(5) The divestiture of Airline's estate herein by operation of law, by dissolution, or by liquidation.

12.1.B.(6) The insolvency of Airline; or if Airline shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof.

12.1.B.(7) The voluntary discontinuance for a period of at least thirty (30) consecutive days by Airline of its operations at the Airport unless otherwise approved by Authority, in advance, in writing.

Section 12.2 - Continuing Responsibilities of Airline

Notwithstanding the occurrence of any event of default, Airline shall remain liable to Authority for all rentals, fees, and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Airline shall remain liable for and promptly pay all rentals, fees, and charges accruing hereunder until the expiration of this Agreement as set forth in Article II or until this Agreement is cancelled by Airline pursuant to Article XIII.

Section 12.3 - Remedies of Authority for Airline's Default

Upon the occurrence of any event enumerated in Paragraphs 12.1.A. or 12.1.B., the following remedies shall be available to Authority:

12.3.A Authority may cancel this Agreement, effective upon the date specified in the notice of cancellation. For events enumerated in Paragraph 12.1.A., such date shall be not les than thirty (30) days from said notice. Upon such date, Airline shall have no further rights hereunder and Authority shall have the right to take immediate possession of Airline's Airline Premises.

12.3.B Authority may reenter the Airline Premises and may remove all Airline persons and property from same upon the date of reentry specified in Authority's written notice of reentry to Airline. For events enumerated in Paragraph 12.1.A., reentry shall not be less than thirty (30) days of the date of notice of reentry. Upon any removal of Airline property by Authority hereunder, Airline property may be stored at a public warehouse or elsewhere at Airline's sole cost and expense.

12.3.C Authority may relet Airline Premises and any improvements thereon or any part thereof at such rentals, fees, and charges and upon such other terms and conditions as Authority, in its reasonable judgment, may deem advisable, with the right to make alterations, repairs or improvements on said Airline Premises. In reletting the Airline Premises, Authority shall be obligated to make a good faith effort to obtain terms no less favorable to Authority than those contained herein and otherwise seek to mitigate any damages it may suffer as a result of Airline's default.

12.3.D In the event that Authority relets Airline Premises, rentals, fees, and charges received by Authority from such reletting shall be applied: (i) to the payment of any indebtedness other than rentals, fees, and charges due hereunder from Airline to Authority; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The residue, if any, shall be held by Authority and applied in payment of future rentals, fees, and charges as the same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges hereunder is less than the rentals, fees, and charges payable during applicable periods by Airline hereunder, then Airline shall pay such deficiency to Authority. Airline shall also pay to Authority, as soon as ascertained, any costs and expenses incurred by Authority in such reletting not covered by the rentals, fees, and charges received from such reletting.

12.3.E No reentry or reletting of Airline Premises by Authority shall be construed as an election on Authority's part to cancel this Agreement unless a written notice of cancellation is given to Airline.

12.3.F Airline shall pay to Authority all other costs incurred by Authority in the exercise of any remedy in this Article XII, including, but not limited to, reasonable attorney's fees, disbursements, court costs, and expert fees.

12.3.G Authority may exercise any other legal or equitable remedy, including but not limited to the remedies hereinafter specified.

Section 12.4 - Remedies Under Federal Bankruptcy Laws

Notwithstanding the foregoing, upon the filing by or against Airline of any proceeding under Federal bankruptcy laws, if Airline has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, Authority shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, or any successor statute, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to Airline within sixty (60) days from the date of Airline's initial filing in bankruptcy court.

ARTICLE XIII
CANCELLATION BY AIRLINE: EVENTS OF DEFAULT BY AUTHORITY

Section 13.1. - Events of Default by Authority

Each of the following events shall constitute an "Event of Default by Authority":

13.1.A. Authority fails after receipt of written notice from Airline to keep, perform or observe any term, covenant or condition herein contained to be kept, performed, or observed by Authority and such failure continues for thirty (30) days, or if by its nature such Event of Default by Authority cannot be cured within such thirty (30) day period, Authority fails to commence to cure or remove such Event of Default by Authority within said thirty (30) days and to cure or remove the same as promptly as reasonably practicable.

13.1.B. Authority closes Airport to flights in general or to the flights of Airline, for reasons other than weather, acts of God or other reasons beyond its control, and fails to reopen Airport to such flights within sixty (60) days of such closure.

13.1.C. The Airport is permanently closed as an air carrier airport by act of any federal, state or local government agency having competent jurisdiction.

13.1.D. Airline is unable to use Airport for a period of at least sixty (60) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Airport, or any court of competent jurisdiction issues an injunction in any way preventing or restraining the use of Airport or any part thereof for Airport purposes, and such injunction remains in force for a period of a least sixty (60) days.

13.1.E. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control or use of Airport and its facilities in such a manner as to substantially restrict Airline from conducting its operations, and such restriction shall continue for a period of at least sixty (60) days.

Section 13.2 - Remedies of Airline for Authority's Defaults

Upon the occurrence of an Event of Default by Authority and after appropriate notice by Airline to Authority, Airline shall have the right to terminate this Agreement and all rentals, fees and charges payable by Airline under this Agreement shall terminate. In the event that Airline's operations at Airport should be restricted substantially by action of any governmental agency having jurisdiction thereof, then Airline shall, in addition to the rights of termination herein granted, have the right to a suspension of this Agreement, or part thereof, and abatement of an equitable proportion of the payments due hereunder, from the time of giving written notice of such election until such restrictions shall have been remedied and normal operations restored.

ARTICLE XIV
SURRENDER OF AIRLINE PREMISES

Section 14.1 - Surrender and Delivery

Promptly upon the termination of this Agreement, by lapse of time, or otherwise, Airline shall at once peaceably surrender and deliver to Authority Airline Premises and all improvements thereon to which Authority is entitled hereunder.

Section 14.2 - Removal of Property

14.2.A. Airline shall have the right at any time during the term of this Agreement to remove from Airport its aircraft, tools, loading bridges, equipment, trade fixtures, and other personal property, title to which shall remain in Airline unless otherwise set forth in this Agreement, and shall remove such aircraft, tools, loading bridges, equipment, trade fixtures, and other personal property within fifteen (15) days following termination of this Agreement, whether by expiration of time or otherwise as provided herein, subject, however, to any valid lien which Authority may have thereon for unpaid rentals, fees and charges. Airline shall not abandon any portion of its property without the written consent of Authority. Any and all property not removed by Airline within thirty (30) days following termination of this Agreement shall, at the option of Authority, become the property of Authority at no cost to Authority. All Authority property damaged by or as a result of the removal of Airline property shall be restored by Airline to the condition existing before such damage at Airline's expense.

14.2.B. Notwithstanding the above, in the event that Airline desires to sell any loading bridge or baggage equipment to Authority or a successor tenant upon the termination of this Agreement, or at any other time during the term of this Agreement, then in such event:

> 14.2.B.(1) Upon the prior written approval of the Director, Airline shall have the right to leave such property in place for a period not exceeding ninety (90) days following the termination of this Agreement, or the deletion, pursuant to Section 3.1, of the space on which such property is located, pending the successful completion of such a sale. During such period, Authority shall have the right to permit the use of such property by other Air Transportation Companies, without payment by Authority to Airline; provided, however, Airline shall have the right to seek payment for such use(s) directly from any such other Air Transportation Companies. In the event no such sale is completed such property must be removed immediately upon the expiration of the 90-day period.
>
> 14.2.B(2) Authority shall have the right of first refusal to purchase said property at the highest bona fide competing offer or market value.

Section 14.3 - Holding Over

Should Airline use Airline Premises without the written consent Authority after this Agreement has terminated, Airline shall be deemed a tenant at sufferance during the period of such use and shall pay rentals, fees and charges established by the Authority for non-signatory airlines during such

period. In such event, Authority shall have the right to all remedies provided under applicable laws.

ARTICLE XV
ASSIGNMENT, SUBLETTING AND HANDLING AGREEMENTS

Section 15.1 - Assignment and Subletting by Airline

15.1.A.(1) Airline shall not sell, convey, transfer, mortgage, pledge, or assign this Agreement, or any part thereof, or any rights created thereby or the leasing thereunder in any manner whatsoever or sublet Airline Premises or any part thereof or any of the privileges recited herein without the prior written consent of the Director, which consent shall not be unreasonably withhold. However, Airline shall have the right to assign all or any part of its rights and interests under this Agreement to any affiliated Air Transportation Company (i.e., affiliated through common ownership and/or a Code Share Airline) or to any successor to its business through merger or consolidation. Consent of Authority for such assignment shall not be required; provided, however, due notice of any such assignment shall be given to the Director at least thirty (30) days prior to such assignment hereunder.

15.1.A.(2) In the event Airline, using large jet-loader aircraft, intends to assign all or part of its Airline Premises to an Affiliate or Code Share Airline using smaller aircraft that cannot be served by a loading bridge, then in such an event Director may re-assign gate positions as appropriate to ensure the highest and best use of loading bridge gates and ramp safety.

15.1.A.(3) Any such successor corporation no later than thirty (30) days after the date of such merger, consolidation or succession shall acknowledge by a writing satisfactory in form and content to Authority that it has assumed all obligations of Airline and will fully honor all the terms and conditions set forth in this Agreement.

15.1.B. Airline shall not, without the prior written consent of Director, sublease Airline Premises. The parties hereto agree that Director may reasonably withhold such consent if Authority has substantially similar space available but unleased or if Authority can make such space available for lease within a reasonable time. In making such decision, the Director shall consider the full needs and plans of any Air Transportation Company seeking to sublease space from Airline, including whether said operator desires to be handled by Airline. Exclusive or preferential use of Airline's Exclusive Use Premises, or any part thereof, or preferential use of Airline's Preferential Use Premises, or any part thereof, by anyone other than Airline shall be considered a sublease.

15.1.C. In the event Airline requests permission to sublease, the request shall be accompanied by a copy of the proposed sublease agreement, if prepared. In the event such proposed sublease agreement has not been prepared, a written summary of the material terms and conditions to be contained in such sublease agreement shall be included with Airline's request for tentative approval by Director. The area or space to be subleased and the rental to be charged shall be specified and all other information reasonably requested by Authority pertaining to said sublease shall be promptly provided. If Airline is currently in default with respect to the payment of rentals, fees and charges due herein, any such sublease agreement shall provide for the direct payment to Authority by sublessee of rentals, fees and charges due Authority pursuant to this Agreement. A

fully executed copy of such sublease shall be submitted to Director for final review no later than thirty (30) days following occupancy of Airline Premises, or any portion thereof, by the sublessee.

15.1.D. In the event the rentals, fees and charges for subleased premises exceed the rentals, fees and charges payable by Airline for said premises pursuant to this Agreement, Airline shall pay to Authority the excess of the rentals, fees and charges received from the sublessee over that specified to be paid by Airline herein, provided that Airline may charge a reasonable fee for administrative costs, not to exceed fifteen (15) percent of the specified sublease rental, and such fifteen (15) percent shall not be considered excess rentals, fees, and charges. Airline shall also have the right to charge a reasonable fee to others for the use of Airline's capital equipment and to charge for use of utilities and other services being paid for by Airline.

Section 15.2 - Handling Agreements

In the event Airline agrees to ground handle any portion of the operations of another Scheduled Air Carrier or of a Requesting Airline, Airline shall provide Authority advance written notice of such proposed activities, including a description of the type and extent of services to be provided. Notwithstanding the provisions of the foregoing sentence, Airline shall not commence to ground handle another Scheduled Air Carrier or a Requesting Airline without the prior written permission of the Director if such Scheduled Air Carrier or Requesting Airline does not have in force an operating agreement with Authority.

Section 15.3 – Miscellaneous

15.3.A. No sublease or temporary use agreement shall release Airline from its obligations to pay the rentals, fees and charges provided herein. Notwithstanding the above, others by prior arrangements with Airline and subject to Authority's prior written consent, may use Airline Premises on a temporary basis pursuant to and in accordance with the provisions of Article XVI.

15.3.B. No assignment, transfer, conveyance, sublease, or granting a nonexclusive license by Airline shall relieve in any manner Airline of its responsibility for payment of rent and performance of all other obligations provided in this Agreement, without specific written consent of the Director to such relief. The Director shall consider all relevant factors, including the financial strength of the proposed assignee in determining whether to grant such relief.

ARTICLE XVI
ACCOMMODATION OF A REQUESTING AIRLINE

Section 16.1 - Declaration of Intent

The parties hereto acknowledge the objective of Authority to offer to all airlines desiring to serve Airport access to Airport and to provide adequate Gate Positions and space in the Terminal. Recognizing that physical and financial limitations may preclude timely expansion of the Terminal and Aircraft Parking Apron areas to meet the stated requests of Airline or other airlines for additional facilities, Authority hereby states its intent to accommodate such requests, if necessary, through sharing, from time to time, of Gate Positions and other Terminal facilities.

Section 16.2 - Accommodation of Requesting Airlines

16.2.A.(1) In the event Authority cannot accommodate a Requesting Airline in areas not then leased to Signatory Airlines or other Terminal tenants, then in such event Airline agrees to cooperate with Authority to accommodate the needs of a Requesting Airline on a temporary basis by permitting such Requesting Airline to utilize Airline's Gate Position(s) and other portions of Airline Premises and other necessary facilities in connection with and for the time period(s) necessary to permit passenger loading and unloading operations in conjunction with Requesting Airline's planned operations at times when the use of such facilities shall not interfere with Airline's planned operations or those of its sublessees, licensees or permittees (i.e., one (1) hour prior to a scheduled arrival, one (1) hour after the scheduled departure time, or overnight parking of aircraft of Airline, its sublessees, licensees, or permittees). Authority shall provide Airline with as much advance notice as reasonably possible so that Airline may plan for the accommodation of a Requesting Airline.

16.2.A.(2) Airline's obligation hereunder shall be subject to execution of a written agreement between Airline and such Requesting Airline, including indemnification of Airline by Requesting Airline, setting forth mutually agreed to terms and conditions governing such use which shall include a charge by Airline for its costs plus a reasonable administrative charge not to exceed fifteen (15) percent.

16.2.A.(3) Airline agrees to make reasonable efforts to facilitate the temporary accommodation of Requesting Airline's operations, including use of ticket counter area, use of Airline's baggage facilities and use of other portions of Airline Premises and facilities reasonably available to accommodate Requesting Airline, if (1) Airline has adequate capabilities, capacity, facilities and personnel therefore, after taking into account Airline's own requirements and contractual obligations, the compatibility of said Requesting Airline's proposed operations with those of Airline, and the need for labor harmony, and (2) said Requesting Airline enters into a written agreement with Airline therefore, which agreement shall be approved in writing by Authority prior to the effective date thereof.

16.2.A.(4) In the event Requesting Airline materially defaults under the provisions of its written agreement with Airline, then in such event Airline shall no longer be required to accommodate Requesting Airline.

16.2.B. Subject to the provisions of Section 15.1, nothing contained in this Article XVI shall prevent or prohibit Airline from electing to enter into an agreement with other air carriers authorized to operate at Airport and desiring to use Airline Premises as provided in Article XV herein.

16.2.C. During the period of use of Airline Premises by a Requesting Airline at Authority's request pursuant to this Article XVI, Airline shall be relieved of its obligation under this Agreement to indemnify and save harmless Authority, its agents and employees, its successors and assigns, with regard to any claim for damages or personal injury arising out of or in connection with said accommodated Requesting Airline's use of Airline Premises unless such damage or personal injury is proximately caused by the negligence of Airline, its agents, employees, licensees, or those under its control who have come upon Airline Premises in connection with Airline's occupancy hereunder. Authority shall require such Requesting Airline to indemnify Authority and Airline in the manner and to the extent required of Airline pursuant to Article XI.

ARTICLE XVII
GOVERNMENT INCLUSION

Section 17.1 - Federal and Other Governmental Authority Funds

17.1.A. This Agreement shall be subordinate to the provisions of any existing or future agreements between Authority and the United States Government, or other governmental authority, relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or other governmental authority funds for the development of Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. Authority agrees to provide Airline written notice in advance of the execution of such agreements of any provisions which would modify the terms of the Agreement.

17.1.B. Authority shall not permit revenue diversion from the Airport, as such diversion is defined in the Federal Aviation Administration Act of 1994 and the Federal DOT's 1999 policy implementing the provisions of the 1994 Act.

Section 17.2 – Nondiscrimination

17.2.A. Airline, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

17.2.B. Airline, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport; (2) in the construction of any improvements, on, over, or under Airline Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) Airline shall use Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

17.2.C. Airline shall use Airport in compliance with all requirements imposed by or pursuant to 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964, and as said Title and Regulations may be amended, and assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities

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

17.2.D. Airline shall comply with the laws of the State of Kansas and City of Wichita prohibiting discrimination on the basis of race, color, sex, religion, national origin, age, or handicap, and as such laws may be amended or unless a waiver has been granted by the United States Government.

17.2.E. Should Airline authorize another person, with Authority's prior written consent, to provide services or benefits upon Airline Premises, Airline shall obtain from such person a written agreement to comply with Paragraphs 17.2.A. through 17.2.D. If requested, Airline shall furnish a copy of such agreement to Authority prior to said authorization.

17.2.F. In the event the breach of any of the above nondiscrimination covenants shall constitute an Event of Default by Airline, Authority shall have the right to terminate this Agreement and to reenter and repossess the Airline Premises and the facilities thereon and hold the same as if this Agreement had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

Section 18.1 - Rights Non-Exclusive

Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges and licenses granted under this Agreement, except in the Exclusive Use Premises, are "non-exclusive", and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as such may be amended.

Section 18.2 - Airport Security

Airline and Authority shall comply with all applicable regulations relating to Airport security and shall cooperate in controlling the Airline Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

Section 18.3 - Avigation Rights

18.3.A. Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of Airport, including Airline Premises, for navigation or flight in said airspace for landing on, taking off from, or operating on Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, using said airspace or landing at, taking off from, or operating on or about Airport.

18.3.B. Authority reserves the right to take any action it considers necessary to protect the aerial approaches of Airport against obstructions, including the right to prevent Airline from erecting, or permitting to be erected, any building or other structure on Airport which, in the opinion of Authority, would limit the usefulness of Airport or constitute a hazard to aircraft.

Section 18.4 - Height Limitations

Airline expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on Airline Premises to such a height so as to comply with Federal Aviation Regulations, Part 77, as such may be amended or replaced from time to time.

Section 18.5 - National Emergency

During time of war or national emergency Authority shall have the right to enter into an agreement with the United States Government for use of part or all of the Landing Area, the publicly-owned air navigation facilities and/or other areas or facilities of Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended.

Section 18.6 - Compliance With Law

18.6.A. Airline, its agents and employees, shall observe and comply with all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by Authority or the City of Wichita with respect to the operation of Airport, and shall also be subject to any and all applicable current and future laws, statutes, rules, regulations or orders of any governmental authority lawfully exercising authority over Airport or Airline's operations conducted hereunder: provided, however;

18.6.A.(1) Any new rules, regulations, orders or restrictions enacted by Authority during the term of this Agreement shall not be inconsistent with the terms, provisions, rights and privileges granted hereunder, unless enacted in compliance with the lawful rules, regulations, ordinances, laws or orders of other governmental authorities having jurisdiction over the operation of the Airport.

18.6.A.(2) Airline may, at its own risk, costs and expense and at no cost to Authority, and without being considered to be in breach of this Agreement, contest by appropriate judicial or administrative proceedings the applicability or the legal or constitutional validity of such rules, regulations, ordinances, laws or orders.

18.6.B. Authority shall not be liable to Airline for any diminution or deprivation of its rights hereunder due to the exercise of any such authority as provided for in this Section 18.6, nor shall Airline be entitled to terminate this Agreement by reason thereof unless the exercise of such authority shall so interfere with Airline's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or permit Airline to cancel this Agreement pursuant to the provisions of Article XIII.

Section 18.7 - Agent for Service of Process

It is expressly understood and agreed that if Airline is not a resident of the State of Kansas, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation not licensed to do business in Kansas, then in any such event, Airline designates the Secretary of State, State of Kansas, its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Kansas for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, then as an alternative method of service of process, Airline may be personally served with such process out of this State by the registered mailing of such complaint and process to Airline at the address set forth herein. Any such service out of this State shall constitute valid service upon Airline as of the date of mailing to respond thereto.

Section 18.8 - Nonliability of Agents and Employees

No member, officer, agent, director, or employee of Authority or Airline shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this

Agreement or because of any breach thereof or because of its execution or attempted execution.

Section 18.9 - Partnership or Agency

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees and charges, nor any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of Authority and Airline.

Section 18.10 - Taxes, Assessments, and Licenses

Airline shall at its own expense obtain all permits, licenses, approvals and certificates and pay all taxes, assessments, fees and charges required by any regulation or any law of the City of Wichita, County of Sedgwick, State of Kansas, the United States, or other governmental body with regard to the business to be conducted by Airline on Airport or within its Airline Premises pursuant to the terms of this Agreement; provided, however, that Airline may, at its own risk, costs and expense and at no cost to Authority, contest by appropriate judicial or administrative proceedings the applicability or amounts of any such taxes, assessments, fees and charges.

Section 18.11 - Approval by Authority

Whenever this Agreement calls for approval by Authority, such approval shall be evidenced by the written approval of the Director or his designee. Any approval required by either party to this Agreement shall not be unreasonably withheld or delayed.

Section 18.12 – Most Favored Nation

Each Air Transportation Company using the Airport shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities and equipment, subject to reasonable classifications such as tenants or nontenants and Signatory Airlines and nonsignatory airlines. Classification or status as tenant or Signatory Airline shall not be unreasonably withheld by the Airport, provided Air Transportation Company assumes obligations substantially similar to those already imposed on Air Transportation Companies in such classifications or status.

Section 18.13 - Compliance by Other Tenants

Authority shall whenever possible make reasonable efforts to obtain uniform compliance with its rules and regulations; provided, however, Authority shall not be liable to Airline for any violation or non-observance of such rules and regulations by any tenant, concessionaire or other Air Transportation Company at Airport.

Section 18.14 - Quiet Enjoyment

Authority agrees that on payment of the rentals, fees and charges due hereunder, and performance of the covenants and agreements on the part of Airline to be performed hereunder, Airline shall peaceably have and enjoy Airline Premises and all the rights and privileges of Airport, its appurtenances and facilities.

Section 18.15 - Authority's Right of Entry

Any authorized representative of Authority shall have the right to enter upon any premises and facilities of Airport at any reasonable time for the purpose of inspection or for any purpose incident to the performance of its obligations hereunder or in the exercise of any of its governmental functions. Authority shall use its best efforts to avoid disruption of Airline's operation.

Section 18.16 - Force Majeure

Except as herein provided, neither Authority nor Airline shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations other than the payment of rentals, fees and charges hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of a public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control. Under no circumstances shall the occurrence of any event provided for in this Section 18.16 excuse Airline from paying the rentals, fees and charges payable to Authority by Airline pursuant to the terms of this Agreement during the term of this Agreement.

Section 18.17 – Notices

Notices required herein may be given by registered or certified mail by depositing the same in the the United States mail, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee seventy-two (72) hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Until any such change is made, notices to Authority shall be addressed as follows:

Wichita Airport Authority
2173 Air Cargo Road
Wichita Mid-Continent Airport
Wichita, Kansas 67209

Notices to Airline shall be addressed as follows:

Manager – Airport Affairs
Southwest Airlines Co.
P.O. Box 36611, HDQ-4PF
2702 Love Field Drive
Dallas TX 75235

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

Section 18.18 - Place of Payment

All payments required of Airline by this Agreement shall be made at the office of The Wichita Airport Authority, 2173 Air Cargo Road, Wichita Mid-Continent Airport, Wichita, Kansas 67209, or to such other address as may be substituted therefore.

Section 18.19 - Nonwaiver of Rights

No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 18.20 - Governing Law

This Agreement is to be read and construed in accordance with the laws of the State of Kansas and ordinances of the City of Wichita. The parties hereto agree that any court of proper jurisdiction sitting in Sedgwick County, Kansas shall be the proper forum for any actions brought hereunder.

Section 18.21 – Severability

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby unless continued enforcement thereof would unreasonably prejudice the rights of either party to perform and/or enjoy the rights provided under this contract, in which case the party so prejudiced may terminate this Agreement upon thirty (30) days' written notice.

Section 18.22 - Other Agreements

Nothing contained in this Agreement shall be deemed or construed to nullify, restrict or modify in any manner the provisions of any other lease or contract between Authority and Airline authorizing the use of Airport, its facilities and appurtenances upon payment of rentals, fees and charges therein provided.

Section 18.23 – Gender

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

Section 18.24 - Headings and Titles

The headings of the articles of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

Section 18.25 - Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 18.26 - Entire Agreement

18.26.A. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by Airline that Authority and Authority's agents have made no representations or promises with respect to this Agreement or the making of this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Airline against Authority for, and Authority shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or parol agreement with Authority being expressly waived by Airline.

18.26.B. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

Section 18.27 – Amendment

Except as provided herein, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Section 18.28 – Savings

This Agreement is the result of extensive negotiations between the parties and shall not be construed against Authority by reason of the preparation of this Agreement by Authority.

Section 18.29 - Successors and Assigns Bound

All of the covenants, conditions and agreements contained herein shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto.

Section 18.30 – Subordination to Bond Resolution

18.30.A This Agreement and all rights of Airline hereunder are expressly subject and subordinate to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of any Bond Resolution.

18.30.B In conflicts between this Agreement and a Bond Resolution, the Bond Resolution shall govern.

18.30.C All definitional terms that are not specifically defined herein shall have the meanings set forth in the Bond Resolution.

Section 18.31 – Performance

The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 18.32 - Capacity to Execute

18.32.A. Authority and Airline each warrant and represent to one another that this Agreement constitutes a legal, valid and binding obligation of that party.

18.32.B. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

IN WITNESS THEREOF, Authority has caused these presents to be executed by the Wichita Airport Authority, by direction of the City Council, attested to by the City of Wichita Clerk and the seal of the Wichita Airport Authority affixed hereunto, and Airline has caused these presents to be signed by its proper corporate officers and its corporate seal hereunto affixed and attested to as of the day and year first above written.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By:_____
Karen Sublett, City Clerk

By:_____
Carl Brewer, President
Authority"

By _____
Victor D. White, Director of Airports

ATTEST:

SOUTHWEST AIRLINES CO.

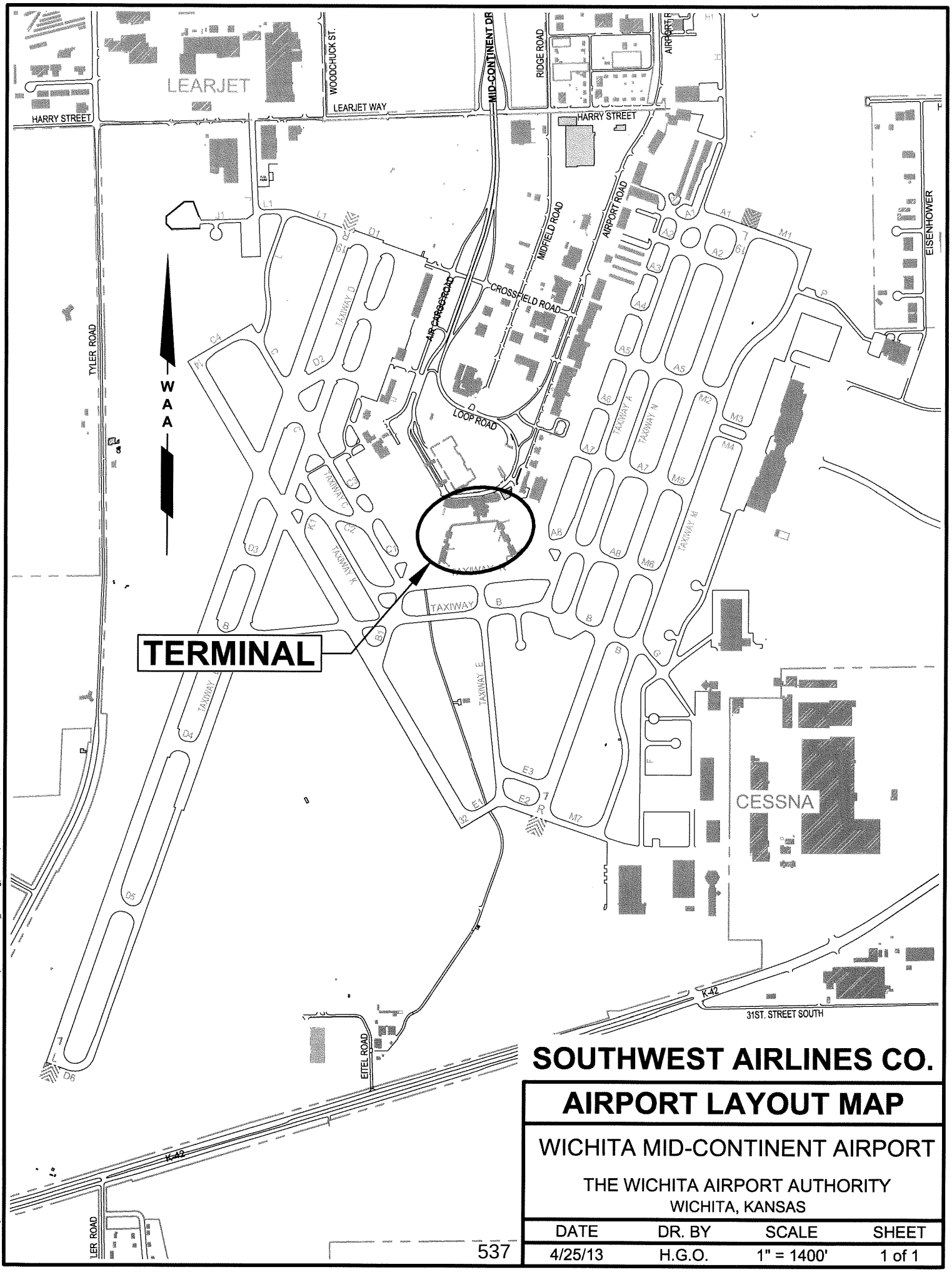
By:_____

Title:_____

By:_____

Title:_____
"Airline"

APPROVED AS TO FORM:_____Date:_____
Director of Law



SOUTHWEST AIRLINES CO.

AIRPORT LAYOUT MAP

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
4/25/13	H.G.O.	1" = 1400'	1 of 1

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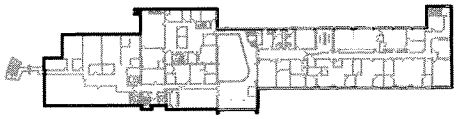
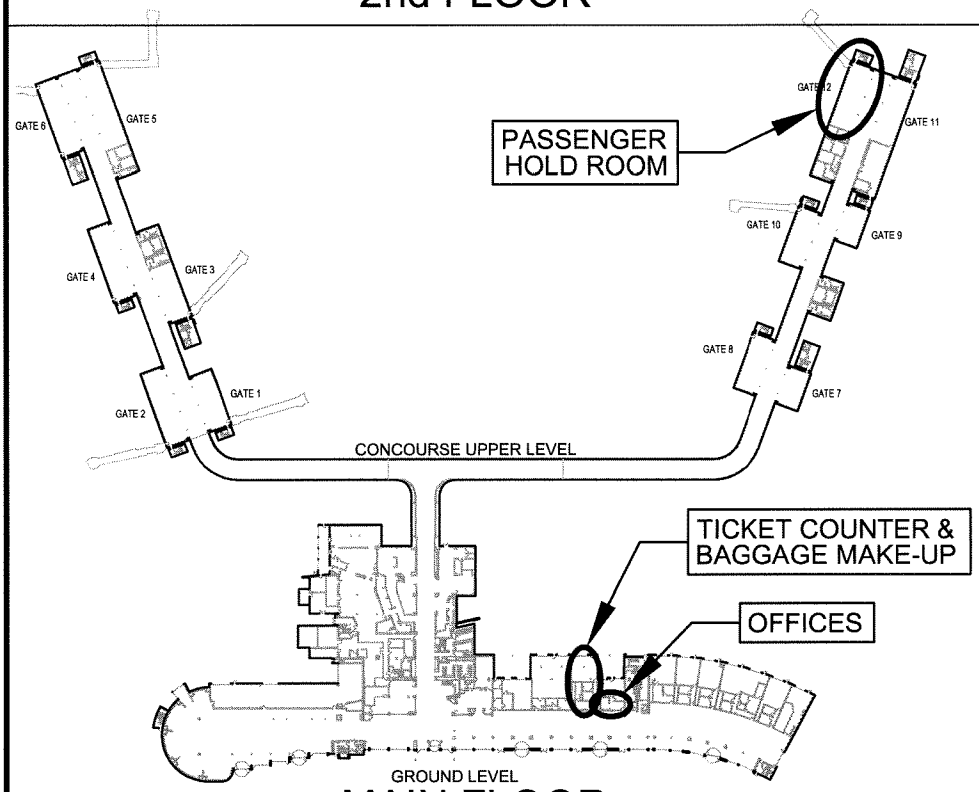


NO SPACES USED

2nd FLOOR



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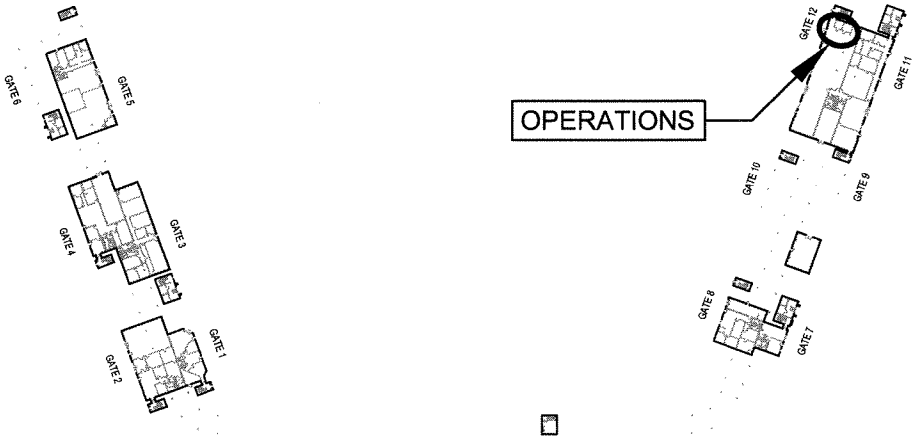
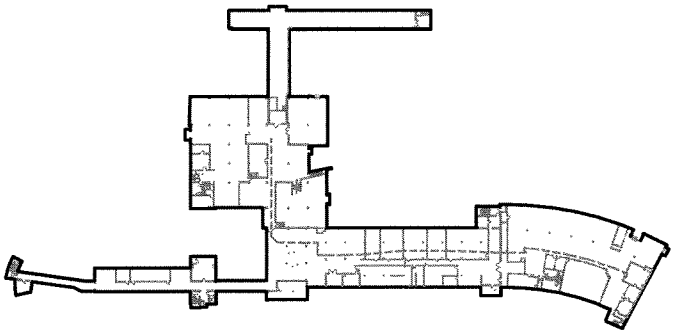
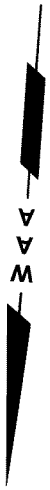


OPERATIONS LEVEL

NO SPACES USED



BASEMENT



SOUTHWEST AIRLINES CO.

TERMINAL LAYOUT

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
4/25/13	H.G.O.	1" = 200'	1 of 1

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EXHIBIT B-1
(page 1 of 3)

SOUTHWEST AIRLINES Co.

LEASE AREAS ARE SHOWN WITH HATCHING

AREA NUMBERS MAY HAVE BEEN CARRIED OVER FROM OLD LEASES AND/OR AREAS EXCLUDED FROM CHARGES

TICKETING & ATO

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
5/1/13	H.G.O.	1" = 10'	1 of 1

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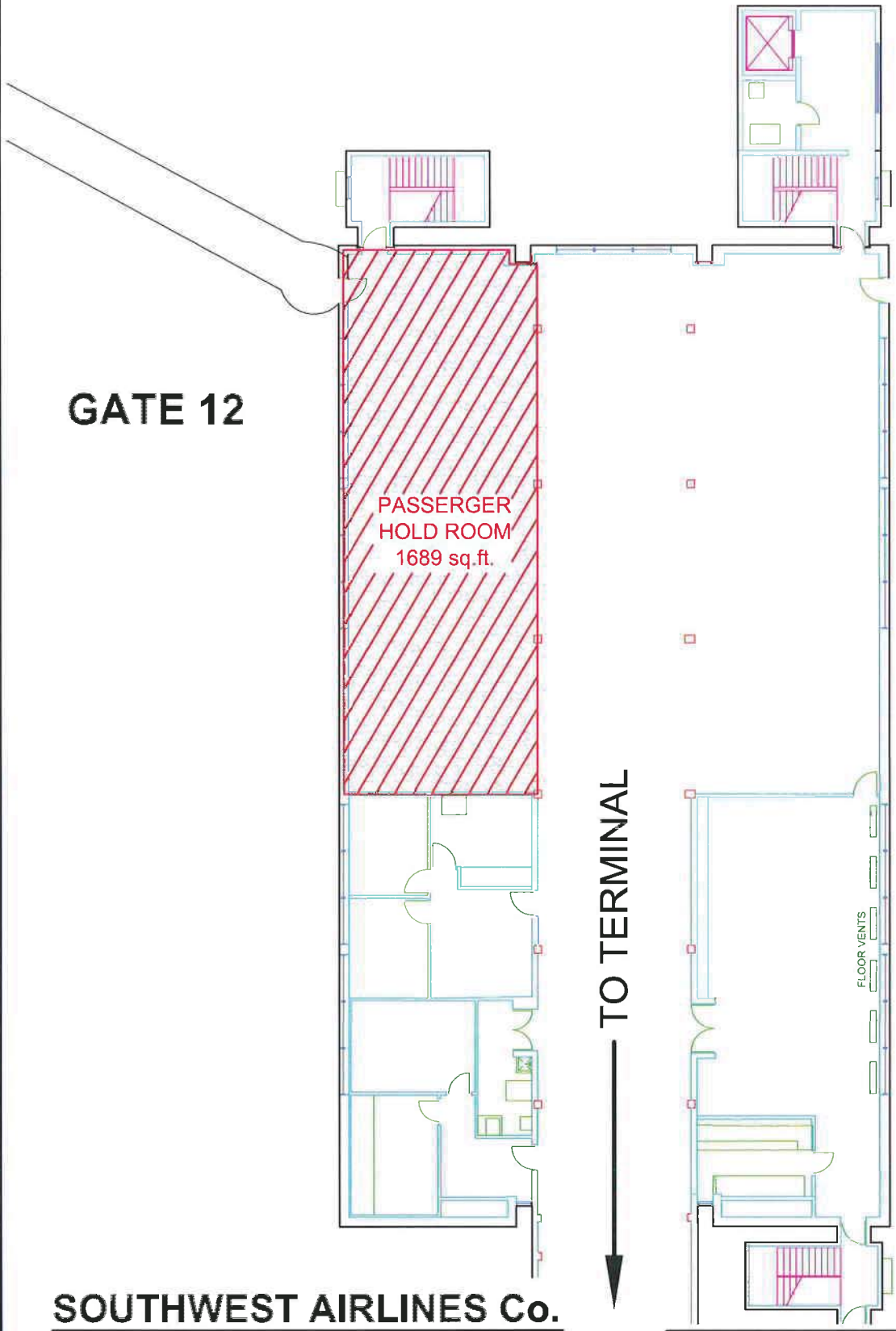
EXHIBIT B-1

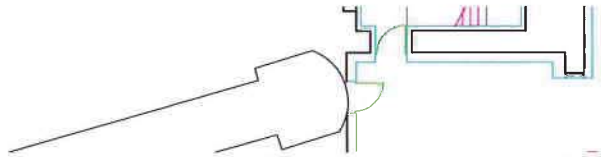
(page 2 of 3)



SOUTHWEST AIRLINES Co.

LEASE AREAS ARE SHOWN WITH HATCHING

AREA NUMBERS MAY HAVE BEEN CARRIED OVER FROM OLD LEASES AND/OR AREAS EXCLUDED FROM CHARGES



GATE 12

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
5/1/13	H.G.O.	1" = 20'	1 of 1

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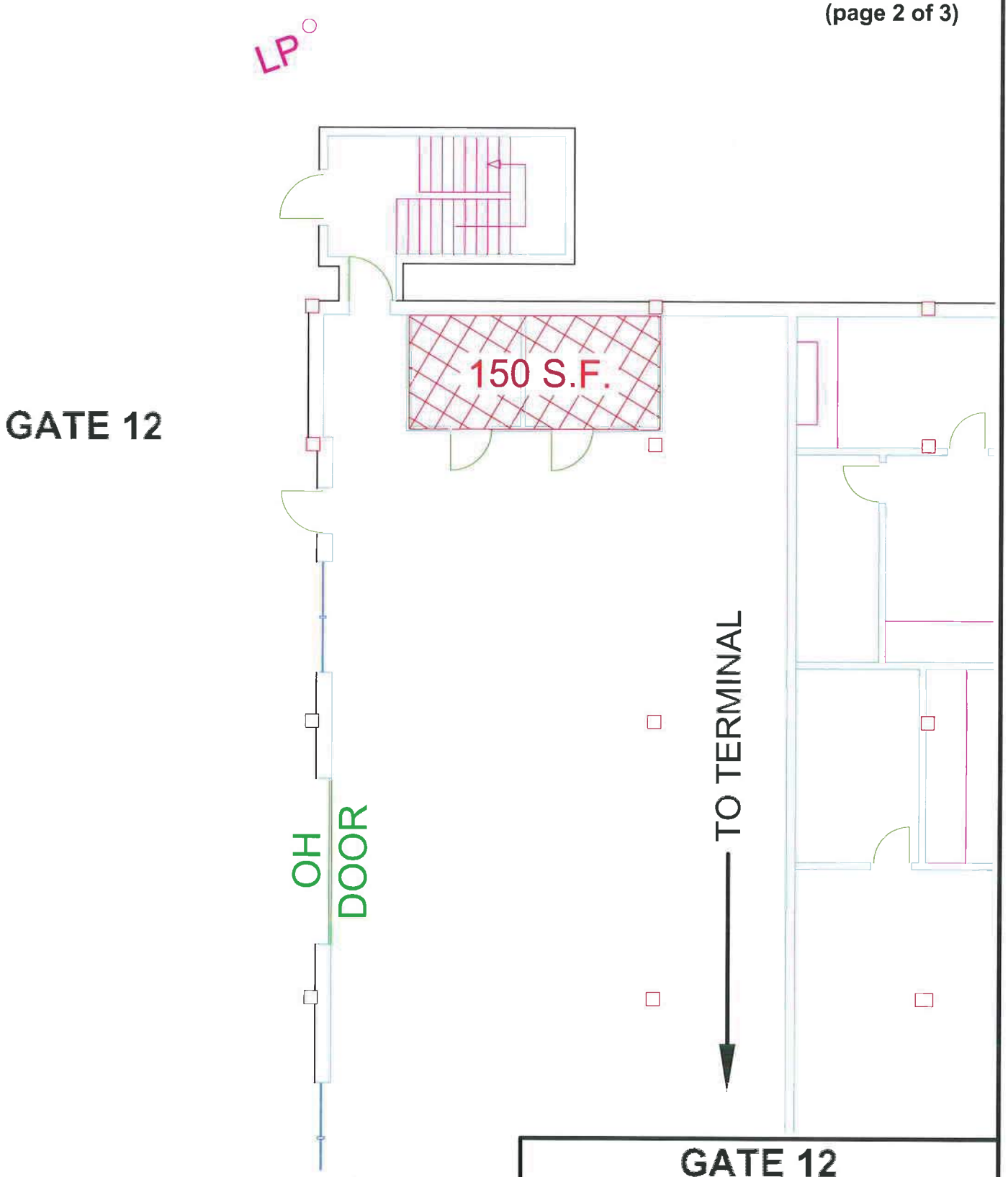
EXHIBIT B-1
(page 2 of 3)



SOUTHWEST AIRLINES Co.

LEASE AREAS ARE SHOWN WITH HATCHING

GATE 12			
OPERATIONS AREA			
WICHITA MID-CONTINENT AIRPORT THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
5/1/13	H.G.O.	1" = 10'	1 of 1

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EXHIBIT "C"

SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	Ticket Counter (Type 1)	Hold Rooms (Type 2)	Offices (Type 3)	VIP/Club (Type 3)	Operations (Type 4)	Bag Make-Up (Type 4)	Total	
American	200	2,224	1,098	-	1,728	1,752	7,002	s.f.
Delta	434	3,221	1,102	-	1,637	1,093	7,487	s.f.
Frontier Holdings	-	-	-	-	-	-	-	s.f.
Southwest	233	1,689	581	-	150	651	3,304	s.f.
United	335	2,990	1,145	-	1,533	649	6,652	s.f.
Vacant	1,458	9,181	5,290	-	18,736	4,399	39,064	s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509	s.f.

AIRLINE JOINT USE SPACE

	Concourses (Type 2)	Bag Claim (Type 2)	Elevators (Type 4)	Inbound Baggage/ Tug Lane (Type 5)	Stairwells (Type 5)	Total	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

Exhibit "D"

RESPONSIBILITY OF AUTHORITY AND AIRLINE FOR MAINTENANCE AND OPERATION OF TERMINAL AREAS

	Airline Exclusive Use					Airline Preferential Use	
	Ticket Counter	Offices	Bag Make-Up	Unenclosed Covered Apron	Opts Areas Other	Holdroom	Apron
Air Conditioning							
Maintenance	W	W	W	N/A	W	W	N/A
Chilled Air Distribution	W	W	W	N/A	W	W	N/A
Electrical							
Bulb & Tube Replacement	A	A	A	A	A	A	N/A
Power	W	W	W	W	W	W	N/A
Maintenance & Repair	W	W	W	W	W	W	N/A
Heating							
Maintenance	W	W	W	N/A	W	W	N/A
Warm Air Distribution	W	W	W	N/A	W	W	N/A
Water-Maintenance							
Distribution	W	W	W	W	W	W	N/A
Fixtures	W	W	W	W	W	W	N/A
General Maintenance & Repair							
Other than Structure (incl. doors)	A	A	A	A	A	A	W
Structure*	W	W	W	W	W	W	W
Exterior	W	W	W	W	W	W	W
Sewage & Plumbing							
Distribution	W	W	W	W	W	N/A	W
Fixtures	A	A	A	W	A	N/A	W
Public Address System	W	W	W	W	W	W	N/A
Custodial Service**	A	A	A	N/A	A	W	N/A
Window Cleaning							
Exterior	A	A	A	N/A	A	W	N/A
Interior	A	A	A	N/A	A	W	N/A
Snow & Ice Removal							
Walkways	N/A	N/A	N/A	A	A	N/A	A
Other	N/A	N/A	N/A	W	N/A	N/A	W
Pest Extermination	W	W	W	W	W	W	W
Flooding	W	W	W	W	W	W	W

Notes:
A = Airline
W = Wichita Airport Authority
N/A = Not Available or Not Applicable

*Structure is defined as anything, which has a structural load-bearing function. This may include load-bearing walls, and horizontal and vertical beams and bracings, but may not include non-load bearing walls, ceilings, doors and door frames.

**Custodial Services includes routine vacuum, trash removal, carpet extraction, steam cleaning and other specialty cleaning.

PUBLIC AND JOINT USE AREAS - Both areas will be maintained by the Wichita Airport Authority.

EXHIBIT "E"

MONTHLY STATISTICAL REPORT

(To be submitted within 5 working days following the end of each month)

SUBMIT TO:
The Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, KS 67209

FOR THE MONTH OF _____, _____

AIRLINE NAME_____
(A separate Exhibit should be submitted for each airline.)

1. PASSENGERS

	Enplaned	Deplaned	Total
Revenue	_____	_____	_____
Non-Revenue	_____	_____	_____
Total	==========	==========	==========

2. CARGO & MAIL (Pounds)

	Enplaned	Deplaned	Total
Cargo*	_____	_____	_____
Mail	_____	_____	_____
Total	==========	==========	==========

* Cargo includes freight plus express.

I certify that the above information is correct to the best of my knowledge and belief.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

EXHIBIT "F"

MONTHLY LANDED WEIGHT/FEE REPORT

(To be submitted within 5 days following the end of each month)

SUBMIT TO:
The Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, KS 67209

FOR THE MONTH OF _____, _____

AIRLINE NAME_____
(A separate Exhibit should be submitted for each airline.)

3. AIRCRAFT LANDINGS

A. Landings NOT Subject to Landing Fees:

	Aircraft Type	FAA Certified Maximum Gross Landing Weight	Number of Landings	Total Landed Weight
Training & Testing*				
Return Landings				
			_____	_____
Total			=====	==========

* Training and Testing flights in excess of 10 percent of Revenue Landings by Airline in any one calendar month shall be included under Landings Subject to Landing Fees, pursuant to Section 4.1.D of the Agreement.

EXHIBIT "F"

1. AIRCRAFT LANDINGS (continued)

B. Landings Subject to Landing Fees:

	Aircraft Type	FAA Certified Maximum Gross Landing Weight	Number of Landings	Total Landed Weight
Revenue Landings				
Training & Testing*				
Other Non-Revenue Landings				
			_____	_____
Total			=====	

Divided by 1,000

Landed Weight (lbs): _____

Multiplied by the Landing Fee Rate of $_____

Total Landing Fee Charges: $==========

* Training and Testing flights in excess of 10 percent of Revenue Landings by Airline in any one calendar month shall be included under Landings Subject to Landing Fees, pursuant to Section 4.1.D of the Agreement.

EXHIBIT "F"

2. TERMINAL USE CHARGES

	Unleased Gate Use	Unleased Loading Bridge Use
Number of Times Used	_____	_____
Current Fee	$_____	$_____
Total Terminal Use Charges	$=========	$=========

3. AIRCRAFT PARKING CHARGES (other than at leased gates)

	Parking Occurrences	Total Hours in Excess of 24 Hours Each Occurrence
Quantity	_____	_____
Current Fee	$_____	$_____
Total Parking Charges	$=========	$=========

4. MISCELLANEOUS

	Auto Gas
Quantity	_____
Current Fee	$_____
Total Miscellaneous Charges	$=========

The undersigned certifies that the above information, according to the books and records of the Airline, is correct and that he/she is a corporate officer of Airline or has been authorized to provide the above information by a corporate officer.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

EXHIBIT "G"

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline's Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline's Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline's share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline's share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline's apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline's landing fees in each period shall be determined as the product of the landing fees rate for the period and airline's landed weight for the period. Airline's landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline's aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be $14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

Types of Space	Location/Function	Weighted Value
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
Airline Exclusive Use and Preferential Use						
AirTran (1/1–6/1) Southwest (6/2–12/31)	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Delta	434	3,221	1,102	2,730	0	7,487 s.f.
United	440	2,937	1,145	871	0	5,393 s.f.
Vacant	1,353	9,234	5,290	24,446	0	40,323 s.f.
Sub-Total	2,660	19,305	9,216	32,328	0	63,509 s.f.
Airline Joint Use	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2013 to December 31, 2013, Signatory Airline Terminal rental rates shall be as follows:

Type of Space	Location/Function	Annual Rate per Sq. Ft.
1	Ticket Counter	$48.52
2	Holdrooms; Concourses; Bag Claim	$43.67
3	Offices; VIP/Club Space	$38.82
4	Bag Make-Up; Operations Space, Elevators	$33.97
5	Inbound Bag; Tug Lane, Stairwells	$24.26

These rates are based upon an average Signatory Airline Terminal rental rate of $38.18 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be $14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be $2.75 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses**. These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses**. These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges**. These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage**. In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts**. In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees**. Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets**. Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements**. Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate**. The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit "C" less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate**. The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. **Direct Cost Centers**.

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B **Indirect Cost Centers.**

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12) -** Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) -** Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

Direct Cost Center	Admini-stration (09) (%)	Building Maint. (10) (%)	Field Maint. (11) (%)	Engineering (13) (%)
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	10.0	5.0	5.0	20.0
	100.0	100.0	100.0	100.0

G.8.C **Safety (14) -** Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

Direct Cost Center	Percentage
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	-
	100.0%

G.8.D. **Systems and Services (15) -** Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

Direct Cost Center	Percentage
Airfield (01)	20.0%
Terminal (02)	54.0
Other Airline (03)	7.0
Ground Transportation (04)	6.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	3.0
Government (07)	10.0
Jabara (08)	0.0
	100.0%

Wichita Airport Authority
Exhibit G-1
Calculation of Terminal Rental and Landing Fee Rates
2013 Budget

See Note		Budget 2013 Airfield Landing Fees Rate	Budget 2013 Average Terminal Rental Rate	Budget 2012 Airfield Landing Fees Rate	Budget 2012 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	$ 1,440,894	$ 3,258,446	$ 1,424,998	$ 3,099,742
1.B	Indirect Operation and Maintenance Expenses	2,353,491	1,409,664	2,265,884	1,333,001
	Subtotal O & M Expenses	3,794,385	4,668,111	3,690,882	4,432,743
1.C	Debt Service	38,964	103,872	55,558	161,482
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,833,349	4,771,983	3,746,440	4,594,225
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(135,500)		(135,000)	
1.G	Less: Other Landing Fees	(559,781)		(530,113)	
1.G	Less: Other Airfield Offsets	(575,149)		(602,402)	
	Adjusted Requirement	**$ 2,562,918**	**$ 4,771,983**	**$ 2,478,925**	**$ 4,594,225**
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	**Average Terminal Rental Rate**		**$ 38.18**		**$ 36.76**
1.J	Signatory Airline Landed Weight (M-lbs.)	932,225		937,770	
1.J	**Landing Fees Rate**	**$ 2.75**		**$ 2.64**	

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Differential Terminal Rates

2013 Budget

	Budget 2013	Budget 2012
Average Terminal Rental Rate	$ 38.18	$ 36.76
Signatory Airline Space	86,474	86,474
Total Rentals	$ 3,301,959.18	$ 3,178,960.17
Relative Space	68,050.40	68,050.40
Premium	$ 48.52	$ 46.71
Type 1 Rate	$ 48.52	$ 46.71
Type 2 Rate	$ 43.67	$ 42.04
Type 3 Rate	$ 38.82	$ 37.37
Type 4 Rate	$ 33.97	$ 32.70
Type 5 Rate	$ 24.26	$ 23.36

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2011	Estimated Current Fiscal Year 2012	Budget Next Fiscal Year 2013
O&M Expenses			
Direct O&M Expenses			
Airfield	$ 1,386,775	$ 1,424,998	$ 1,440,894
Terminal	3,119,419	3,099,742	3,258,446
Other Airline	90,676	99,756	95,168
Ground Transportation	270,248	231,118	255,268
General Aviation	66,675	69,246	85,553
Commercial & Other Aviation	125,929	76,395	98,511
Government	245,957	221,884	251,045
Jabara	164,515	201,529	191,127
Subtotal Direct	5,470,193	5,424,668	5,676,013
Indirect O&M Expenses			
Administration	1,578,220	1,553,464	1,590,145
Building Maintenance	299,099	269,848	303,395
Field Maintenance	790,307	858,193	863,930
Custodial	151,320	179,589	192,941
Engineering	628,127	644,936	709,151
Safety	1,967,709	1,904,035	1,996,782
Systems & Services	124,861	145,618	142,307
Subtotal Indirect	5,539,643	5,555,683	5,798,651
Total O&M Expenses	**$ 11,009,836**	**$ 10,980,351**	**$ 11,474,664**

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Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2011	Estimated Current Fiscal Year 2012	Budget Next Fiscal Year 2013
Debt Service			
Direct Debt Service			
Airfield	$ 31,290	$ 27,986	$ 11,575
Terminal	96,174	64,844	64,844
Other Airline	131,060	519,752	463,071
Ground Transportation	270,563	435,477	437,701
General Aviation	4,911	4,911	-
Commercial & Other Aviation	73,709	96,701	55,613
Government	50,111	198,729	177,056
Jabara	43,148	119,265	120,445
Subtotal Direct	700,965	1,467,664	1,330,304
Indirect Debt Service			
Administration	38,505	100,168	100,973
Building Maintenance	76,638	76,638	-
Field Maintenance	-	-	-
Custodial	-	-	-
Engineering	3,183	12,625	11,248
Safety	6,261	6,261	6,261
Systems & Services	-	-	-
Unassigned	44,471	96,960	86,386
Subtotal Indirect	169,059	292,651	204,868
Total Debt Service	**$ 870,024**	**$ 1,760,315**	**$ 1,535,172**

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Exhibit G-3

Three Year Detail of Revenues

After Adjustment for Settlement

	Actual Preceding Fiscal Year 2011	Estimated Current Fiscal Year 2012	Budget Next Fiscal Year 2013
Airfield			
Signatory Airline Landing Fees	$ 2,431,162	$ 2,478,925	$ 2,562,918
Nonsignatory Airline Landing Fees	54,226	53,688	51,583
Cargo Airline Landing Fees	508,023	476,425	508,199
Signatory Airline Apron Fees	134,125	135,000	135,500
Aviation Fuel Flowage Fees	525,837	567,002	534,453
Inflight Catering	-	-	0
Other Airfield Revenues	47,402	35,400	40,696
Subtotal Airfield	3,700,775	3,746,440	3,833,349
Terminal			
Rentals - Airlines	1,862,753	1,980,539	1,921,391
Security Reimbursement	-	-	0
Other Terminal Revenues	1,092,183	1,099,876	1,081,511
Subtotal Terminal	2,954,936	3,080,415	3,002,902
Other Airline	502,551	539,150	626,882
Ground Transportation	5,883,654	6,243,165	5,695,871
General Aviation	836,372	793,429	836,649
Commercial & Other Aviation	2,923,161	2,987,880	3,118,456
Government	682,354	644,463	685,681
Jabara	341,270	431,865	407,540
Other (Indirect)	385,871	611,901	603,265
Total Revenue	**$ 18,210,945**	**$ 19,078,708**	**18,810,595**

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Wichita Airport Authority
Comparison
Landing Fee Rates
2013 Budget

See Note		Budget 2013 Airfield Landing Fees Rate	Budget 2012 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	$ 1,440,894	$ 1,424,998	$ 15,896	1%
1.B	Indirect Operation and Maintenance Expenses	2,353,491	2,265,884	87,607	4%
	Subtotal O & M Expenses	3,794,385	3,690,882	103,503	3%
1.C	Debt Service	38,964	55,558	(16,594)	-30%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,833,349	3,746,440	86,909	2%
1.F	Less: Apron Fees	(135,500)	(135,000)	(500)	0%
1.G	Less: Other Landing Fees	(559,781)	(530,113)	(29,668)	6%
1.G	Less: Other Airfield Offsets	(575,149)	(602,402)	27,253	-5%
	Adjusted Requirement	**$ 2,562,918**	**$ 2,478,925**	**83,993**	**3%**
1.J	Signatory Airline Landed Weight (M-lbs.)	932,225	937,770	(5,545)	-1%
1.J	**Landing Fees Rate**	**$ 2.75**	**$ 2.64**	**$ 0.11**	**4%**

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Wichita Airport Authority
Comparison
Terminal Rental Rates
2013 Budget

See Note		Budget 2013 Average Terminal Rental Rate	Budget 2012 Average Terminal Rental Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	$ 3,258,446	$ 3,099,742	$ 158,704	5%
1.B	Indirect Operation and Maintenance Expenses	1,409,664	1,333,001	76,663	6%
	Subtotal O & M Expenses	4,668,111	4,432,743	235,368	5%
1.C	Debt Service	103,872	161,482	(57,610)	-36%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,771,983	4,594,225	177,758	4%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	**4,771,983**	**$ 4,594,225**	**177,758**	**4%**
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	**Average Terminal Rental Rate**	**$ 38.18**	**$ 36.76**	**$ 1.42**	**4%**

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Comparison
O & M Expenses

	Estimated Current Fiscal Year 2012	Budget Next Fiscal Year 2013	Dollar Difference	Percent Difference
O&M Expenses				
Direct O&M Expenses				
Airfield	$ 1,424,998	$ 1,440,894	$ 15,896	1%
Terminal	3,099,742	3,258,446	158,704	5%
Other Airline	99,756	95,168	(4,588)	-5%
Ground Transportation	231,118	255,268	24,150	10%
General Aviation	69,246	85,553	16,307	24%
Commercial & Other Aviation	76,395	98,511	22,116	29%
Government	221,884	251,045	29,161	13%
Jabara	201,529	191,127	(10,402)	-5%
Subtotal Direct	5,424,668	5,676,013	251,345	5%
Indirect O&M Expenses				
Administration	1,553,464	1,590,145	36,681	2%
Building Maintenance	269,848	303,395	33,547	12%
Field Maintenance	858,193	863,930	5,737	1%
Custodial	179,589	192,941	13,352	7%
Engineering	644,936	709,151	64,215	10%
Safety	1,904,035	1,996,782	92,747	5%
Systems & Services	145,618	142,307	(3,311)	-2%
Subtotal Indirect	5,555,683	5,798,651	242,968	4%
Total O&M Expenses	**$ 10,980,351**	**$ 11,474,664**	**494,313**	**5%**

Comparison
Debt Service

	Estimated Current Fiscal Year 2012	Budget Next Fiscal Year 2013	Dollar Difference	Percent Difference
Debt Service				
Direct Debt Service				
Airfield	$ 27,986	$ 11,575	$ (16,411)	-59%
Terminal	64,844	64,844	0	0%
Other Airline	519,752	463,071	(56,681)	-11%
Ground Transportation	435,477	437,701	2,224	1%
General Aviation	4,911	-	(4,911)	-100%
Commercial & Other Aviation	96,701	55,613	(41,088)	-42%
Government	198,729	177,056	(21,673)	-11%
Jabara	119,265	120,445	1,180	1%
Subtotal Direct	1,467,664	1,330,304	(137,360)	-9%
Indirect Debt Service				
Administration	100,168	100,973	805	1%
Building Maintenance	76,638	-	(76,638)	-100%
Field Maintenance	-	-	-	#DIV/0!
Custodial	-	-	-	#DIV/0!
Engineering	12,625	11,248	(1,377)	-11%
Safety	6,261	6,261	0	0%
Systems & Services	-	-	-	#DIV/0!
Unassigned	96,960	86,386	(10,574)	-11%
Subtotal Indirect	292,651	204,868	(87,783)	-30%
Total Debt Service	**$ 1,760,315**	**$ 1,535,172**	**(225,143)**	**-13%**

Comparison
Operating Revenues

	Estimated Current Fiscal Year 2012	Budget Next Fiscal Year 2013	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	$ 2,478,925	$ 2,562,918	$ 83,993	3%
Nonsignatory Airline Landing Fees	53,688	51,583	(2,105)	-4%
Cargo Airline Landing Fees	476,425	508,199	31,774	7%
Signatory Airline Apron Fees	135,000	135,500	500	0%
Aviation Fuel Flowage Fees	567,002	534,453	(32,549)	-6%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	35,400	40,696	5,296	15%
Subtotal Airfield	3,746,440	3,833,349	86,909	2%
Terminal				
Rentals - Airlines	1,980,539	1,921,391	(59,148)	-3%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	1,099,876	1,081,511	(18,365)	-2%
Subtotal Terminal	3,080,415	3,002,902	(77,513)	-3%
Other Airline	539,150	626,882	87,732	16%
Ground Transportation	6,243,165	5,695,871	(547,294)	-9%
General Aviation	793,429	836,649	43,220	5%
Commercial & Other Aviation	2,987,880	3,118,456	130,576	4%
Government	644,463	685,681	41,218	6%
Jabara	431,865	407,540	(24,325)	-6%
Other (Indirect)	611,901	603,265	(8,636)	-1%
Total Revenue	**$ 19,078,708**	**18,810,595**	**(268,113)**	**-1%**

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