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CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. June 18, 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 June 11, 2013

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**AWARDS AND PROCLAMATIONS**

- Proclamation:  
Olympic Day

**I. PUBLIC AGENDA**

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

1. Richard Stephenson - The need for a Citizen's Review Board.

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 18)**

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.)*

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

1. Public Hearing and Issuance of Health Care Facilities Improvement Revenue Bonds, Larksfield Place. (District II)  
(Deferred June 11, 2013)

RECOMMENDED ACTION: Close the public hearing and place on first reading the ordinance authorizing the issuance of Health Care Facilities Revenue Bonds to Larksfield Place, in an amount not-to-exceed \$30,000,000, and authorize the necessary signatures.

**IV. NEW COUNCIL BUSINESS**

1. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (Districts IV and V)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed \$1,573,912.57, release and convey the 2002 bond-financed property, and authorize necessary signatures.

2. Designation of WSU Special Tax Levy to Payment of Sedgwick County Public Building Commission Bonds. (District I)

RECOMMENDED ACTION: Approve first reading of the Ordinance designating a portion of the WSU Special Tax Levy to guarantee lease payments by the Wichita State University Board of Trustees to the Sedgwick County Public Building Commission, and authorize the necessary signatures.

3. Ordinance Amending Section 5.88.010 Relating to the Unlawful Possession of Weapons.

RECOMMENDED ACTION: Adopt the ordinance and place on first reading.

4. Ordinance Amending Section 5.88.020 Relating to the Discharge of a Firearm.

RECOMMENDED ACTION: Adopt the ordinance and place on first reading.

5. Resolution exempting Certain Public Buildings and Facilities from the Provisions of Senate Substitute for House Bill 2052 (2013).

RECOMMENDED ACTION: Pass the resolution and that notice be sent by the Mayor to the Kansas Attorney General requesting exemption from the provisions of Senate Substitute for House Bill No. 2052 and that staff be directed to develop security plans for buildings where continued exemption of the Bill's provisions is sought.

6. Ordinances amending Sections 1.06.010 and 1.06.060 regarding Domestic Violence Offenses and passing a Charter Ordinance amending Charter Ordinances 164, 168, 202, and 218 regarding Municipal Court Procedures.

RECOMMENDED ACTION: Place the ordinances on first reading.

7. Chisholm Creek Park South. (District I)

RECOMMENDED ACTION: Approve the project, adopt the Bonding Resolution, and authorize signatures as required.

8. Chisholm Creek Park South Federal Lands Access Program (FLAP) Grant. (District I)

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

9. HUD Consolidated Plan/Fifth Program Year Action Plan, 2013-2014, Amended.

RECOMMENDED ACTION: Close the public hearing and authorize submission of the amended 2013-2014 Fifth Program Year Action Plan for Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Funds to the U.S. Department of Housing and Urban Development (HUD), and authorize necessary signatures, agreements and contracts.

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## **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

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

1. Approval of travel for Council Member Lavonta Williams and Council Member Janet Miller to attend the Urban Sustainability Accelerator in Portland, Oregon, July 23-30, 2013.

RECOMMENDED ACTION: Approve the expenditures.

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 18)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated June 17, 2013.

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

2. Applications for Licenses:

<u>Renewal</u>	<u>2013</u>	<u>Address</u>
Amber Villa	Vanities LLC	304 South Laura

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Kevin Schemm	Dillons #272***	10304 West 13th
Amy Thrasher	Wal-Mart #5855***	10550 West Central

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

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

4. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

5. Agreements/Contracts:

- a. Amendment to Agreement for Kellogg, 151st Street West to Mid-Continent. (District IV)
- b. Contract for Floating Stage on Arkansas River. (District I)

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

6. Design Services Agreements:

- a. Agreement for Design Services for NewMarket Office V Addition. (District V)
- b. Agreement for Design Services for an Area Being Platted as Southfork Commercial Addition. (District III)

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

7. Property Acquisitions:

- a. Partial Acquisition of 2812 and 2816 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- b. Acquisition of 1732 West 29th Street for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)

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

8. Minutes of Advisory Boards/Commissions

Board of Building Code Standards and Appeals, May 6, 2013  
Wichita Airport Advisory Board, May 6, 2013

RECOMMENDED ACTION: Receive and file.

9. Partial Redemption of Industrial Revenue Bonds, Greater Wichita YMCA. (District VI)

RECOMMENDED ACTION: Adopt the Resolution authorizing an early redemption of a portion of the Series 2011 Bonds.

10. General Obligation Temporary Note Sale.

RECOMMENDED ACTION: Adopt the resolution 1) authorizing the general obligation renewal temporary note sale; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Mayor or the Director of Finance; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel to take such further action reasonably required to implement this Resolution.

11. Application for Street Resurfacing Project for Kellogg, Between 111th and 119th Streets West. (District IV)

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

12. Improvements to West Kellogg from 111th to 143rd Streets West. (District IV)

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

13. Creation of Chapter 18.14 of the Code of the City of Wichita, Relating to Parking Lot Striping Standards and Enforcement.

RECOMMENDED ACTION: Approve creation of new chapter 18.14 of the City Code and place the ordinance on first reading.

14. Second Reading Ordinances: (First Read June 11, 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.

15. \*DED2013-00011 Dedication of Utility Easement, DED2013-00012 Dedication of Street Right-of-way and DED2013-00013 Dedication of Drainage Easement located north of 21st Street North, west of Seneca (extended). (District VI)

RECOMMENDED ACTION: Accept the Dedications.

16. \*DED2013-00015 Dedication of Utility Easement Located South of 13th Street, West of Maize Road. (District V)

RECOMMENDED ACTION: Accept the Dedication.

17. \*SUB2012-00042 -- Plat of Presbyterian Manor Addition Located on the Northwest Corner of 13th Street North and Zoo Boulevard. (District VI)

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

18. \*SUB2013-00009 -- Plat of Maki Addition Located on the Southeast Corner of 53rd Street North and 143rd Street East. (County)

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

## II. CONSENT HOUSING AGENDA ITEMS

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

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

None

**II. CONSENT AIRPORT AGENDA ITEMS**

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

None

**City of Wichita  
City Council Meeting  
June 18, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Health Care Facilities Improvement Revenue Bonds (Larksfield Place) (District II)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Unfinished Business

**Recommendation:** Close the public hearing and place Ordinance on first reading.

**Background:** On April 2, 2013, the Wichita City Council approved a six-month letter of intent for Larksfield Place (“Larksfield”) for the issuance of Health Care Facilities Revenue Bonds in an amount not to exceed \$30 million. Bond proceeds will be used to refund the 1999 and 2007 bonds and to finance construction and renovation of approximately 10,000 square feet of Larksfield’s facilities located at 2828 N. Gouverneur. Larksfield Place is requesting issuance of the bonds at this time.

**Analysis:** Larksfield Place is a not-for-profit comprehensive retirement and nursing facility that has operated in Wichita for over 24 years. Larksfield provides continuum of care retirement services including independent living, assisted living, home health care, dementia care and other ancillary services for the elderly. Bond proceeds will refund the 1999 and 2007 bonds to achieve interest cost savings. In addition, approximately \$3,000,000 of bond proceeds will be used to finance the construction of a 7,000 square foot addition to the existing skilled nursing facility and renovate 3,000 square feet of the existing facility including nursing and administrative office space, employee training rooms, employee break room, resident activity and dining space and resident bathing facilities. The project also includes replacement and reconfiguration of the heating, cooling and emergency power systems.

As a not-for-profit 501 (c)(3) corporation, Larksfield Place is eligible to use tax-exempt revenue bonds under the federal tax code, so long as a municipal issuer agrees to issue the bonds. The bonds will be underwritten by the brokerage firm HJ Sims Company and reoffered to public investors. The City’s bond counsel firm, Gilmore & Bell, PC is serving as Bond Counsel in the transaction.

The project estimates are as follows:

<u>Estimated Sources of Funds</u>	
Bond Proceeds	\$28,695,000
Series 2007 Debt Service Reserve	912,400
Series 1999 Debt Service Reserve	<u>1,402,213</u>
Total Sources	\$31,009,613
<u>Estimated Uses of Funds</u>	
Refunding Escrow Deposits	\$25,110,000
Project Fund Deposits	3,000,000
Debt Service Reserve Fund Deposits	2,359,698
Underwriter’s Discount	373,200
Cost of Issuance	<u>166,715</u>
Total Uses	\$31,009,613

Larksfield Place currently has an approved EEO/AA Plan on file with the City and agrees to comply with standard letter of intent conditions, with the exception noted in Legal Considerations below.

**Financial Considerations:** Larksfield Place agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual Industrial Revenue Bond (IRB) administrative fee for the term of the bonds. Larksfield Place is generally exempt from ad valorem property taxes pursuant to Kansas law. Therefore no tax exemption is requested in connection with the issuance of Health Care Facilities Revenue Bonds.

**Legal Considerations:** Bond documents needed for the issuance of the bonds have been prepared by Bond Counsel. The City's Law Department will review and approve the final form of bond documents prior to the issuance of any bonds. The public hearing held in conjunction with this item is in compliance with the Tax Equity and Fiscal Responsibility Act ("TEFRA") hearing requirement in the federal tax code for tax-exempt bonds.

Larksfield Place has requested a waiver of the current IRB letter of intent condition regarding the form of tenant's counsel opinion letter required to be submitted to the underwriter and City prior to the closing of an underwritten bond issue, known as an SEC Rule 10b-5 letter. The City's bond counsel firm, Gilmore & Bell, PC, has researched this matter and recommends that the City allow the more common "negative assurance" 10b-5 opinion. The Law Department concurs with Bond Counsel's recommendation. This waiver was approved by the City Council in its action on April 2, 2013.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and place on first reading the ordinance authorizing the issuance of Health Care Facilities Revenue Bonds to Larksfield Place, in an amount not-to-exceed \$30,000,000, and authorize the necessary signatures.

**Attachments:** Bond Ordinance

**EVENT NOTICE PURSUANT TO SEC RULE 15c2-12(b)(5)(C)**

**TO:** The Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system for municipal securities disclosures ([www.emma.msrb.org](http://www.emma.msrb.org))

**Issuer/Obligated Person:** Larksfield Place Retirement Communities, Inc.  
(formerly Wesley Retirement Communities, Inc.)  
(the "Obligated Person")

**Issue(s) to which this Report  
Relates and CUSIP Base  
Numbers for said Issues:**

<b>Description</b>	<b>Series</b>	<b>Dated Date</b>	<b>Maturities</b>	<b>Base CUSIP No.</b>
City of Wichita, Kansas Health Care Facilities Refunding and Improvement Revenue Bonds (Larksfield Place)	I, 1999	03/15/1999	05/15/2016 to 05/15/2027	967249
City of Wichita, Kansas Health Care Facilities Improvement Revenue Bonds (Larksfield Place)	IV, 2007	09/25/2007	05/15/2014 to 05/15/2037	967249

**Event Reported:** Redemption of above-referenced Bonds on June 27, 2013; see attached *Exhibit A-1* and *A-2*.

The information contained in this Notice has been submitted by the Obligated Person pursuant to contractual undertakings the Obligated Person made in accordance with SEC Rule 15c2-12. Nothing contained in the undertaking or this Notice is, or should be construed as, a representation by the Obligated Person that the information included in this Notice constitutes all of the information that may be material to a decision to invest in, hold or dispose of any of the securities listed above, or any other securities of the Obligated Person.

**For additional information, contact:**

Commerce Bank  
922 Walnut Street, 10<sup>th</sup> Floor  
Mail Stop TBMZ-5  
Kansas City, Missouri 64106  
Attn: Corporation Trust Department  
Phone: (816) 234-2096

**LARKSFIELD PLACE RETIREMENT  
COMMUNITIES, INC.**

Date Submitted: May 28, 2013

By:   
Commerce Bank  
Kansas City, Missouri, as Trustee

Enclosures

cc: Karen Sublett, City Clerk, City of Wichita, Kansas  
B.C. Ziegler & Company, Chicago, Illinois

**Exhibit A-1**

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**NOTICE OF FULL REDEMPTION TO THE HOLDERS OF**  
**City of Wichita, Kansas**  
**Health Care Facilities Refunding and Improvement Revenue Bonds**  
**Series I, 1999**  
**(Larksfield Place)**  
**Dated March 15, 1999**

**NOTICE IS HEREBY GIVEN**, that there have been called for full redemption on June 27, 2013 all outstanding Bonds of City of Wichita, Kansas Health Care Facilities Refunding and Improvement Revenue Bonds Series I, 1999 (Larksfield Place) Dated March 15, 1999, totaling \$13,060,000 in principal amount as listed below:

<u>*CUSIP</u>	<u>Maturity</u>	<u>Rate</u>	<u>Amount</u>	<u>Price</u>
967249GG2	05/15/2016	5.75%	\$1,985,000	100%
967249GH0	05/15/2024	6.00%	\$7,325,000	100%
967249GJ6	05/15/2027	5.875%	\$3,750,000	100%

**The redemption and payment of the Bonds on the Redemption Date is subject to the availability of funds on deposit with the Trustee from the proceeds of refunding bonds to be issued by the Issuer.**

The Bonds are being called pursuant to the optional redemption provisions of the governing documents at the price listed above plus accrued interest to June 27, 2013 on which date all interest on the Bonds will cease to accrue. Holders of the Bonds are requested to present their Bonds by mail or overnight delivery at the following address:

**Commerce Trust Company**  
**922 Walnut Street, 10<sup>th</sup> Floor**  
**Mail Stop TBMZ-5**  
**Kansas City, MO 64106**

**1-816-234-2096**



**The Commerce Trust Company**  
A division of Commerce Bank

**By:**

*as Trustee*

Dated: May 28, 2013

**NOTICE**

Federal law requires the payor to withhold at the current rate of withholding from the payment if a certified taxpayer (social security) number is not provided. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

*\*The Issuer and Trustee shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.*

**NOTICE OF FULL REDEMPTION TO THE HOLDERS OF**

**City of Wichita, Kansas**

**Health Care Facilities Improvement Revenue Bonds Series IV, 2007 (Larksfield Place)**

**Dated September 25, 2007**

**NOTICE IS HEREBY GIVEN**, that there have been called for full redemption on June 27, 2013 all outstanding Bonds of City of Wichita, Kansas, Health Care Facilities Improvement Revenue Bonds Series IV, 2007 (Larksfield Place) Dated September 25, 2007, totaling \$12,050,000 in principal amount as listed below:

<u>*CUSIP</u>	<u>Maturity</u>	<u>Rate</u>	<u>Amount</u>	<u>Price</u>
967249KL6	05/15/2014	4.65%	\$265,000	100.00%
967249KM4	05/15/2015	4.70%	\$280,000	100.00%
967249KN2	05/15/2016	4.75%	\$290,000	100.00%
967249KP7	05/15/2017	4.80%	\$305,000	100.00%
967249KQ5	05/15/2022	5.125%	\$1,770,000	100.00%
967249KR3	05/15/2027	5.375%	\$2,280,000	100.00%
967249KS1	05/15/2037	5.50%	\$6,860,000	100.00%

**The redemption and payment of the Bonds on the Redemption Date is subject to the availability of funds on deposit with the Trustee from the proceeds of refunding bonds to be issued by the Issuer.**

The Bonds are being called pursuant to the optional redemption provisions of the governing documents at the price listed above plus accrued interest to June 27, 2013 on which date all interest on the Bonds will cease to accrue. Holders of the Bonds are requested to present their Bonds, at the following addresses:

If by Mail:  
**Commerce Trust Company**  
 P.O. Box 64107  
 St. Paul, MN 55164-0107

If by Overnight Mail:  
**Commerce Trust Company**  
**Corporate Trust Services**  
 60 Livingston Avenue  
 St. Paul, MN 55107

**1-866-837-0498**

**By:**  **The Commerce Trust Company**  
A division of Commerce Bank  
*as Trustee*

Dated: May 28, 2013

**NOTICE**

Federal law requires the payor to withhold at the current rate of withholding from the payment if a certified taxpayer (social security) number is not provided. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

*\*The Issuer and Trustee shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.*

(Published in *The Wichita Eagle*, June 28, 2013)

**ORDINANCE NO. 49-514**

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS HEALTH CARE FACILITIES IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES III, 2013 (LARKSFIELD PLACE), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, REMODELING AND EQUIPPING IMPROVEMENTS TO AN EXISTING SENIOR LIVING FACILITY AND REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

**WHEREAS**, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq* .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 the promotion and advancement of physical and mental health, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities and to issue revenue bonds for the purpose of refunding such bonds; and

**WHEREAS**, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and the State of Kansas that the Issuer issue its Health Care Facilities Refunding and Improvement Revenue Bonds, Series III, 2013, in the aggregate principal amount of not to exceed \$30,000,000 (the “Series 2013 Bonds”), for the purpose for the purpose of providing funds, together with other available funds of Larksfield Place Retirement Communities, Inc., a Kansas not for profit corporation (the “Corporation”), to be used (i) to acquire, construct, reconstruct, improve, equip, furnish, repair, enlarge and remodel existing retirement and health care facilities (the “Project” and, together with certain other property described in the Bond Indenture herein authorized, the “Facilities”), (ii) to current refund all the Issuer’s outstanding Health Care Facilities Refunding and Improvement Revenue Bonds, Series I, 1999 (Larksfield Place) (the “Series 1999 Bonds”), (iii) to current refund all of the Issuer’s outstanding Health Care Facilities Improvement Revenue Bonds, Series IV, 2007 (Larksfield Place) (the “Series 2007 Bonds”), (iv) to fund a debt service reserve fund for the Series 2013 Bonds, and (v) to pay costs related to the issuance of the Series 2013 Bonds; and

**WHEREAS**, the Series 2013 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Bond Indenture herein authorized, including revenues from the lease of the Facilities to the Corporation; and

**WHEREAS**, the Issuer has previously issued its Retirement Community Revenue Bond, Series III, 2010 (Larksfield Place Retirement Communities, Inc. Project) (the “Series 2010 Bonds”) for the purpose of providing funds to acquire, construct and equip an assisted living facility which has been leased by the Issuer to the Corporation pursuant to a Lease Agreement dated as of May 1, 2010 (the “2010 Lease”); and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable to amend the 2010 Lease to conform certain covenants of the Corporation contained therein to similar covenants to be entered into by the Corporation in connection with the issuance of the Series 2013 Bonds; and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2013 Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

(i) a Bond Trust Indenture (the “Bond Indenture”) with Commerce Bank, Kansas City, Missouri, as trustee (the “Bond Trustee”), prescribing the terms and conditions of issuing and securing the Series 2013 Bonds;

(ii) a Lease Agreement (the “Lease”) with the Corporation in consideration of payments of Base Rental Payments (as defined in the Bond Indenture) and other payments provided for therein;

(iii) a Bond Purchase Agreement among the Issuer, the Corporation and Herbert J. Sims and Co., Inc., Bloomington, Minnesota, as purchaser of the Series 2013 Bonds;

(iv) a Tax Compliance Agreement among the Issuer, the Corporation and the Bond Trustee; and

(v) a Supplemental Lease Agreement with the Corporation amending and supplementing the 2010 Lease.

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

**Section 1. Authority to Cause the Project to be Constructed and Acquired.** The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be constructed and acquired all in the manner and as more particularly described in the Bond Indenture and the Lease.

**Section 2. Authority to Cause Outstanding Bonds to be Redeemed.** The Issuer is hereby authorized to cause the outstanding Series 1999 Bonds and Series 2007 Bonds (collectively, the “Refunded Bonds”) to be redeemed prior to maturity in accordance with the optional redemption provisions of the Trust Indenture dated as of March 15, 1999, as supplemented and amended by the First Supplemental Trust Indenture dated as of September 1, 2007, all between the City of Wichita, Kansas and Commerce Bank, as Trustee, authorizing and securing the Refunded Bonds and hereby ratifies, if applicable, the notice of such redemption given to the owners of the Refunded Bonds.

**Section 3. Authorization of and Security for the Series 2013 Bonds.** The Issuer is hereby authorized and directed to issue the Series 2013 Bonds, to be designated “City of Wichita, Kansas, Health Care Facilities Refunding and Improvement Revenue Bonds, Series III, 2013 (Larksfield Place),” in the aggregate principal amount of not to exceed \$30,000,000. The Series 2013 Bonds shall be dated and bear interest, shall be in such aggregate principal amount, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Indenture. The Series 2013 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Bond Indenture, including revenues from the lease of the

Facilities. The Series 2013 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

**Section 4. Lease of the Facilities.** The Issuer shall cause the Facilities to be leased to the Corporation pursuant to and in accordance with the provisions of the Lease in the form approved herein.

**Section 5. Execution of Series 2013 Bonds and Bond Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the Series 2013 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2013 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

**Section 6. Pledge of the Project and Net Revenues.** The Issuer hereby pledges the Facilities and the net revenues generated under the Lease to the payment of the Series 2013 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series 2013 Bonds shall be deemed to have been paid within the meaning of the Bond Indenture.

**Section 7. Further Authority.** 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 the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2013 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

**Section 8. Effective Date.** This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

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**PASSED** by the Governing Body of the City of Wichita, Kansas, on June 25, 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

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Industrial Revenue Bonds (Bombardier Learjet) (Districts IV and V)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and place the ordinance on first reading.

**Background:** On November 6, 2007, the City Council approved a five year Letter of Intent (“LOI”) for Industrial Revenue Bonds (“IRBs”) in an amount not-to-exceed \$79,188,000 for Bombardier Learjet (“Learjet”) to finance expansion and modernization of its aircraft manufacturing plant located at Mid-Continent Airport for a five year term. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property. On April 16, 2013, the City Council reinstated and extended the LOI through the end of 2013. Learjet has an unused balance of approximately \$33,672,992.98 from the 2007 LOI.

The City Council has approved a number of annual IRB issues for Learjet going back to 1961. In 2009, Learjet began requesting semiannual issues. At this time, Learjet is requesting issuance of IRBs in the amount not-to-exceed \$1,573,912.57 to finance its capital investments for the first half of 2013.

**Analysis:** Learjet is a wholly owned subsidiary of Bombardier, Inc. (“Bombardier”), a Canadian corporation headquartered in Montreal, Quebec. Bombardier is engaged in the design, development, manufacturing and marketing of transportation equipment, aerospace and defense products. Learjet is a member of the Bombardier Aerospace Group, and is engaged in the manufacturing and sales of business jet aircraft including the Learjet 40, the Learjet 60, the Learjet 45, and the newest models, the Learjet 70, 75 and 85. Learjet’s principal manufacturing facilities, corporate and marketing offices and the Bombardier Flight Test Center are located at One Learjet Way on Mid-Continent Airport.

On November 15, 2011, the City Council approved an Economic Development Grant Agreement in an amount of \$1,000,000 (matched by Sedgwick County) for the purpose of incentivizing Learjet to invest nearly \$53 million to build and create Centers of Excellence in engineering and information technology, as well as to build a new Bombardier Flight Test Center and the creation of 450 new jobs.

Proceeds from the bonds will be used to finance capital investments made by Learjet in the first half of 2013 to expand and equip manufacturing facilities. Investments include building improvements and additions to existing aviation manufacturing and flight testing facilities, as well as the acquisition of machinery and equipment.

The law firm of Gilmore & Bell, PC serves as bond counsel in the transaction. Learjet Inc. will purchase the bonds; bonds will not be offered to the public. Learjet has complied with the Standard Conditions contained in the City’s IRB Policy.

**Financial Considerations:** Bombardier Learjet agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% abatement of ad valorem property taxes on the expansion project for five years plus a

second five years subject to review and approval by the City Council. Bond-financed purchases are also exempt from state and local sales tax. Based on the 2012 mill levy, the estimated tax value of exempted real property for the first full year is approximately \$47,455. This is based on estimated real property improvements of approximately \$1,573,912.57.

The value of a 100% real property tax exemption as applicable to taxing jurisdictions, based on 2012 mill levies, is as follows:

City	\$ 12,777	State	\$ 590
County	\$ 11,587	USD 259	\$ 22,501

A cost/benefit analysis (“CBA”) was conducted by Wichita State University’s Center for Economic Development and Business Research in 2011, in conjunction with the approval of the \$1,000,000 economic development grant for Learjet’s current expansion. This CBA reflects the fiscal impact of IRB property tax abatements on new facilities as well as the grant. The CBA calculated the following benefit/cost ratios:

City overall	1.60 to one
General Fund	1.26 to one
Debt Service	2.49 to one
County	1.23 to one
USD 259	19.29 to one
State	46.79 to one

Learjet has paid the 2002 IRBs in full and desires to exercise its option to purchase that portion of the Project financed with the 2002 Bonds.

**Legal Considerations:** Bond documents required for the issuance of the bonds will be prepared by bond counsel. The form of bond documents will be subject to review and approval by the Law Department prior to the issuance of any bonds.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed \$1,573,912.57, release and convey the 2002 bond-financed property, and authorize necessary signatures.

**Attachments:** Bond Ordinance

(Published in the *Wichita Eagle* on June 28, 2013)

**ORDINANCE NO. 49-520**

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,573,912.57 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A TWENTY-THIRD SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI (THE "TRUSTEE"), AS TRUSTEE WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A TWENTY-THIRD SUPPLEMENTAL LEASE BY AND BETWEEN LEARJET INC. AND THE CITY APPROVING THE FORM OF A GUARANTY AGREEMENT; AND AUTHORIZING THE EXECUTION OF BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND LEARJET INC., AS PURCHASER OF THE BONDS.

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

WHEREAS, pursuant to the Act, the Issuer's Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed \$86,000,000, pursuant to a Letter of Intent dated September 10, 1996; and (2) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed an additional \$79,188,000, pursuant to a Letter of Intent dated November 16, 2007 (collectively, the "Letter of Intent"); all for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing and flight testing facilities (the "Project"); and

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of twenty-two series of such taxable industrial revenue bonds, in the original aggregate principal amount of \$122,158,427.38 (the "Outstanding Bonds"), for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of the Outstanding Bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with

the herein authorized and defined Twenty-Third Supplemental Indenture (collectively, the "Indenture") with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the "Trustee"), for the purpose of issuing and securing the Outstanding Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-Third Supplemental Lease (collectively, the "Lease"), by an between the Issuer, as lessor, and Learjet Inc., a Kansas corporation (the "Tenant"), as lessee, under which the proceeds of the Outstanding Bonds were used to pay a portion of the costs of the Project; and

**WHEREAS**, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a twenty-third series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series [NO], 2013 (Learjet Inc.)" in the original aggregate principal amount not to exceed \$1,573,912.57 (the "Series [NO], 2013 Bonds"), for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities, as well as to acquire certain machinery and equipment for the Project (the "Series [NO], 2013 Additions"); and

**WHEREAS**, the Series [NO], 2013 Bonds are more fully described in the Twenty-Third Supplemental Indenture and the Twenty-Third Supplemental Lease hereinafter authorized; and

**WHEREAS**, the Series [NO], 2013 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series [NO], 2013 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

**WHEREAS**, the Series [NO], 2013 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series [NO], 2013 Bonds and insurance and condemnation awards; and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series [NO], 2013 Bonds (i) to execute and deliver a Twenty-Third Supplemental Trust Indenture (the "Twenty-Third Supplemental Indenture"), for the purpose of issuing and securing the Series [MO], 2013 Bonds as provided therein; and (ii) to enter into a Twenty-Third Supplemental Lease (the "Twenty-Third Supplemental Lease"), pursuant to which the Issuer shall cause the Series [NO], 2013 Additions to be leased to the Tenant in consideration of payments 'of Series [NO], 2013 Supplemental Basic Rent, Series [NO], 2013 Supplemental Additional Rent and other charges provided for therein; and

**WHEREAS**, the Series [NO], 2013 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds (collectively referred to hereinafter as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease or Indenture;

**WHEREAS**, the Issuer has heretofore issued its Taxable Industrial Revenue Bonds Series VII, 2002 ("the Series 2002 Bonds") pursuant to a Sixth Supplemental Indenture and Sixth Supplemental Lease each dated as of December 1, 2002; and

**WHEREAS**, the Trustee has certified that the Series 2002 Bonds have been paid in full and no Series 2001 Bonds remain Outstanding; and

**WHEREAS**, the Company desires to exercise its option to purchase that portion of the Project financed with the Series 2002 Bonds (the "2002 Addition"), exclusive of the Issuer's interest in the Premises; and

**WHEREAS**, the City hereby waives the notice provisions of the Sixth Supplemental Lease with respect to the Company's exercise of its option to purchase the 2002 Additions and finds and determines it necessary and desirable to execute a Bill of Sale conveying the 2002 Additions to the Company and to release the 2002 Additions from the Lease and from the pledge of the Indenture;

**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 Indenture and Lease.

**Section 2. Authority to Cause the Series [NO], 2013 Additions to be Constructed, Installed and Equipped.** The governing body of the Issuer hereby declares that the Series [NO], 2013 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series [NO], 2013 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Twenty-Third Supplemental Indenture and in the Twenty-Third Supplemental Lease hereinafter authorized.

**Section 3. Authorization of and Security for the Series [NO], 2013 Bonds.** There is hereby authorized and directed to be issued a series of the Issuer's taxable industrial revenue bonds in an original aggregate principal amount not to exceed \$1,573,912.57 for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series [NO], 2013 (Learjet Inc.)." The Series [NO], 2013 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series [NO], 2013 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series [NO], 2013 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series [NO], 2013 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series [NO], 2013 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

**Section 4. Authorization of Twenty-Third Supplemental Indenture.** The Issuer is hereby authorized to enter into the Twenty-Third Supplemental Trust Indenture (the "Twenty-Third Supplemental Indenture"), by and between the Issuer and the Trustee, under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate referenced herein, all upon the terms and conditions set forth in the Indenture.

**Section 5. Lease of the Series [NO], 2013 Additions.** The Issuer shall cause the Series [NO], 2013 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Twenty-Third Supplemental Lease (the "Twenty-Third Supplemental Lease"), by and between the Issuer and the Tenant.

**Section 6. Authorization of Bond Purchase Agreement.** The Series [NO], 2013 Bonds shall be sold and delivered to Learjet Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized (the "Bond Purchase Agreement"), by and between the Issuer and Learjet Inc., as purchaser.

**Section 7. Approval of Guaranty Agreement.** The form of Guaranty Agreement pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series [NO], 2013 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series [NO], 2013 Bonds, is hereby approved.

**Section 8. Authorization of Bill of Sale.** The City is hereby authorized to deliver a Bill of Sale conveying the 2002 Additions from the City to the Tenant.

**Section 9. Execution of Series [NO], 2013 Bonds and Agreements.** The Mayor of the Issuer is hereby authorized and directed to execute the Series [NO], 2013 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Twenty-Third Supplemental Indenture, the Twenty-Third Supplemental Lease and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series [NO], 2013 Bonds, the Twenty-Third Supplemental Indenture, the Twenty-Third Supplemental Lease and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 10. Pledge of the Project.** The Issuer hereby pledges the Series [NO], 20132 Additions and the net revenues therefrom to the payment of the Outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series [NO], 2013 Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

**Section 11. 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 Series [NO], 2013 Bonds, the Twenty-Third Supplemental Indenture, the Twenty-Third Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

**Section 12. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

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**PASSED** by the Governing Body of the City of Wichita, Kansas, on June 25, 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

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Designation of WSU Special Tax Levy to payment of Sedgwick County Public Building Commission Bonds (District I)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve first reading of the Ordinance designating a portion of the WSU Special Tax Levy to guarantee lease payments by Wichita State University to the Sedgwick County Public Building Commission.

**Background:** On November 1, 2001, the Wichita Public Building Commission (“PBC”) issued improvement and refunding revenue bonds for Wichita State University (“WSU”) in the amount of \$17,295,000 (Series L, 2001) to refund bonds issued in 1992 and 1997, and provide additional funds for renovation and new construction. The Series L, 2001 PBC Bonds are secured by a pledge of the countywide 1.5-mill Special Tax Levy for WSU (the “WSU Special Tax Levy”), authorized by both the Wichita City Council and the Sedgwick County Board of County Commissioners.

City and County staff have received a request from the Wichita State University Board of Trustees (the “Trustees”) to refinance the Series L, 2001 bonds in order to achieve interest cost savings and to release certain property from the pledge of the Series 2001 Bonds. After consulting with City and County staff, the Trustees have requested that the Sedgwick County Public Building Commission (the “County PBC”) issue revenue bonds in an amount estimated at \$6.1 million to refund the outstanding Series, L, 2001 Wichita PBC bonds.

The Board of County Commissioners of Sedgwick County (the “County”) adopted a resolution on June 5, 2013 requesting the County PBC issue revenue bonds as aforementioned, declaring an intent to enter into a lease with the County PBC to secure such revenue bonds and a sublease with the Trustees to provide for payment of the revenue bonds from a portion of the WSU Special Mill Levy, and pledging the County’s portion of the WSU Special Tax Levy to the repayment of the County PBC revenue bonds. The County PBC adopted, on June 5, 2013, a resolution of intent to issue the revenue bonds for such purposes.

**Analysis:** The WSU Trustees have requested that the County PBC issue the revenue bonds which will redeem all outstanding Wichita PBC bonds issued on behalf of the Trustees. Once the Series L, 2001 Bonds are redeemed, the only remaining outstanding Wichita PBC bonds will be the Series N, 2003 Bonds issued for the State Office Building in downtown Wichita, which will mature in September 2014. With no prospects for future financings, the Wichita PBC could be decommissioned at that time.

The County PBC bond proceeds will be used primarily to acquire existing WSU facilities by redeeming currently existing debt, and to pay costs of issuance. The County PBC bonds will be secured by a lease agreement between the County PBC and the County and a sublease between the County and the Trustees covering primarily the Woodman Alumni Center. The term of the County PBC revenue bonds will match

that of the Series L, 2001 Wichita PBC bonds, which are scheduled to mature in 2017. To further secure the payment of the revenue bonds, the City and County are required to take official action designating sufficient monies from the WSU Special Tax Levy for this purpose. The WSU Special Tax Levy was approved by Charter Ordinance No. 8 in 1966.

The City's authority to designate the use of the WSU Special Tax Levy is based in part on an interlocal cooperation agreement between the City and Sedgwick County, dated as of June 23, 1987, which gives the two jurisdictions joint authority to approve the use of the tax proceeds. The interlocal agreement provides for possibility of termination annually upon notice, but not earlier than the payment of all outstanding revenue bonds secured by the City and County pledge of the WSU Special Mill Levy (2017).

**Financial Considerations:** The debt service payments for the proposed County PBC bonds will come from the WSU Special Tax Levy and will be paid directly to the County PBC (by the County Treasurer) as the tax revenues are received.

**Legal Considerations:** The firm of Gilmore & Bell, PC will serve as bond counsel in the County PBC transaction. Bond Counsel has prepared the attached Ordinance, which designates the WSU Special Tax Levy revenue for payment of the debt service on the proposed PBC bonds. The City's Law Department has approved the Ordinance as to form.

**Recommendations/Actions:** It is recommended that the City Council approve first reading of the Ordinance designating a portion of the WSU Special Tax Levy to guarantee lease payments by the Wichita State University Board of Trustees to the Sedgwick County Public Building Commission, and authorize the necessary signatures.

**Attachments:** Ordinance

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF WICHITA, KANSAS  
HELD ON JUNE 18, 2013**

The governing body (the "Governing Body") of the City of Wichita, Kansas (the "City") met in regular session at the usual meeting place in the City at 9:00 A.M. The Mayor CARL BREWER presided and the following members of the Governing Body were present:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\*\*\*\*\*

(Other Proceedings)

Thereupon, there was presented for first reading an Ordinance entitled:

**AN ORDINANCE DESIGNATING THE USE OF A PORTION OF THE SPECIAL  
AD VALOREM TAX LEVY MADE PURSUANT TO THE AUTHORITY OF  
K.S.A. 76-3A07 AND CHARTER ORDINANCE NO. 8 OF THE CITY OF  
WICHITA, KANSAS, AND AUTHORIZED AND PERMITTED BY K.S.A. 12-1757  
ET SEQ., AS AMENDED AND SUPPLEMENTED BY CHARTER ORDINANCE  
NOS. 107, 149 AND 162 OF THE CITY.**

Thereupon, Councilmember \_\_\_\_\_ moved that said Ordinance be approved on first reading. The motion was seconded by Councilmember \_\_\_\_\_. Said Ordinance was duly read and considered, and upon being put, the motion for approval was carried by the vote of the governing body, the vote being as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

\*\*\*\*\*

(Other Proceedings)

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**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Karen Sublett, City Clerk

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF WICHITA, KANSAS  
HELD ON JUNE 25, 2013**

The governing body (the "Governing Body") of the City of Wichita, Kansas (the "City") met in regular session at the usual meeting place in the City at 9:00 A.M. The Mayor CARL BREWER presided and the following members of the Governing Body were present:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\*\*\*\*\*

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE DESIGNATING THE USE OF A PORTION OF THE SPECIAL AD VALOREM TAX LEVY MADE PURSUANT TO THE AUTHORITY OF K.S.A. 76-3A07 AND CHARTER ORDINANCE NO. 8 OF THE CITY OF WICHITA, KANSAS, AND AUTHORIZED AND PERMITTED BY K.S.A. 12-1757 ET SEQ., AS AMENDED AND SUPPLEMENTED BY CHARTER ORDINANCE NOS. 107, 149 AND 162 OF THE CITY.**

Thereupon, Councilmember \_\_\_\_\_ moved that said Ordinance be passed. The motion was seconded by Councilmember \_\_\_\_\_. Said Ordinance, having been approved by a first reading on June 18, 2013, was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. \_\_\_\_\_, was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

\*\*\*\*\*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Karen Sublett, City Clerk

**ORDINANCE NO. 49-521**

**AN ORDINANCE DESIGNATING THE USE OF A PORTION OF THE SPECIAL AD VALOREM TAX LEVY MADE PURSUANT TO THE AUTHORITY OF K.S.A. 76-3A07 AND CHARTER ORDINANCE NO. 8 OF THE CITY OF WICHITA, KANSAS, AND AUTHORIZED AND PERMITTED BY K.S.A. 12-1757 ET SEQ., AS AMENDED AND SUPPLEMENTED BY CHARTER ORDINANCE NOS. 107, 149 AND 162 OF THE CITY.**

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**WHEREAS**, the governing body (the “Governing Body”) of the City of Wichita, Kansas (the “City”) has heretofore created the Wichita Public Building Commission, a municipal corporation of the State of Kansas (the “PBC”), under the authority of K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance Nos. 107, 149 and 162 of the City (collectively the “Act”); and

**WHEREAS**, pursuant to the Act, the PBC is authorized to issue revenue bonds to finance the acquisition of a site or sites for constructing, reconstructing, equipping and furnishing a building or buildings or other facilities of a revenue producing character, including parking facilities, or for purchasing or otherwise acquiring such site or sites, building or buildings or facilities; and

**WHEREAS**, the PBC has heretofore issued its Refunding Revenue Bonds, Series L, 2001 (Wichita State University Projects), in the original principal amount of \$17,295,000 (the “Series 2001 Bonds”) to refinance certain prior bonds of the PBC which provided financing to acquire, construct and renovate various facilities located on or adjacent to the campus of Wichita State University; and

**WHEREAS**, the Governing Body has the authority pursuant to the Act and K.S.A. 76-3a07, as amended by Charter Ordinance No. 8 of the City, to designate the proceeds of a one and one-half mill special ad valorem tax levy (the “Special Tax Levy”) made pursuant thereto for the purpose of guaranteeing lease payments made by the Board of Trustees of Wichita State University (the “Trustees”) to the PBC; and

**WHEREAS**, the Governing Body has passed Ordinance No. 45-125, which designated from the Special Tax Levy sufficient monies (which are not to exceed available proceeds from the Special Tax Levy) to guarantee the rentals under the lease entered into contemporaneously with the issuance of the Series 2001 Bonds until the principal of, premium, if any, and interest on the Series 2001 Bonds is paid and they are no longer deemed outstanding; and

**WHEREAS**, the Board of County Commissioners of Sedgwick County, Kansas (the “County”), has heretofore adopted Resolution No. 158-2001, which designated from its Special Tax Levy sufficient monies (which are not to exceed available proceeds from the Special Tax Levy) to guarantee the rentals under the lease entered into contemporaneously with the issuance of the Series 2001 Bonds until the principal of, premium, if any, and interest on the Series 2001 Bonds is paid and they are no longer deemed outstanding; and

**WHEREAS**, the Trustees, the PBC and the County have requested that the Sedgwick County Public Building Commission issue its revenue bonds (the “Series 2013-1 Bonds”) for the purpose of acquiring the Woodman Alumni Center (the “Project”), a public building owned by the Trustees that was financed by the Series 2001 Bonds, at an estimated cost of \$6,100,000; and

**WHEREAS**, in order to facilitate the sale of the Series 2013-1 Bonds, the Governing Body hereby deems it advisable to designate a portion of the Special Tax Levy to guarantee the rentals to be made by the Trustees pursuant to a sublease of the Project entered into contemporaneously with the issuance of the Series 2013-1 Bonds (the "Sublease").

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

**Section 1. Special Tax Levy Designation.** There is hereby designated by the Governing Body, pursuant to the authority granted in the Act and K.S.A. 76-3a07, as amended by Charter Ordinance No. 8 of the City, from the Special Tax Levy authorized therein, sufficient monies for the Trustees to guarantee the rental under the Sublease entered into in conjunction with the issuance of the Series 2013-1 Bonds. This designation shall not be construed as a guarantee beyond the proceeds of such Special Tax Levy, provided further that this designation shall continue only so long as the Series 2013-1 Bonds and any interest thereon shall remain outstanding.

**Section 2. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**PASSED** by the Governing Body of the City of Wichita, Kansas, on June 25, 2013 and signed by the Mayor.

(Seal)

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary E. Rebenstrof, Director of Law

**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on June 25, 2013; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that the Ordinance or a summary thereof was published in ***THE WICHITA EAGLE*** on June 28, 2013.

DATED: June 28, 2013.

---

Karen Sublett, City Clerk

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council Members

**SUBJECT:** Ordinance amending Section 5.88.010 relating to the Unlawful Possession of Weapons

**INITIATED BY:** Law Department

**AGENDA:** New Business

---

**Recommendation:** Adopt the ordinance and place on first reading.

**Background:** During the recent legislative session, House Bill 2033 was passed by the Kansas Legislature. The Bill made revisions to state laws regarding the possession of knives. Amendments to the City Code regarding possession of knives are required to comply with the state statute.

**Analysis:** The Bill prohibits cities from enacting any ordinance, resolution or rule relating to the possession, sale or transfer of a knife or knife making components. The Bill requires the City to repeal existing ordinances which make it a crime to carry, with the intent to use unlawfully against another, a knife or knife making components.

The proposed amendments repeal existing prohibitions of carrying knives over a certain length or any other knife-type weapon on one's person.

**Financial Considerations:** None

**Legal Considerations:** The ordinance amendments have been drafted and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council adopt the ordinance and place it on first reading.

**Attachments:** Ordinance

First Published in The Wichita Eagle on \_\_\_\_\_

DELINEATED

05/12/2013

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 5.88.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO WEAPONS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

**"Unlawful use of weapons.** (1) Unlawful use of a weapon is knowingly:

(a) Selling, manufacturing, purchasing, possessing or carrying any bludgeon, sandclub, night stick, metal knuckles or throwing star, ~~or any knife, commonly referred to as a switch blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward or centrifugal thrust or movement. This subsection shall not prohibit an ordinary pocket knife which has a spring, detent or other device which creates a bias towards closure of the blade and which requires hand pressure applied to such spring, detent or device through the~~

~~blade of the knife to overcome the bias towards closure to assist in the opening of the knife;~~

(b) ~~Carrying concealed on one's person, or p~~Possessing with intent to use the same unlawfully against another, any bludgeon, sandclub, ~~a dagger, dirk, billy, blackjack, slingshot, nightstick, nunchucks, sap gloves, tomahawk, dangerous knife, straight edged razor, stiletto~~ or any other dangerous or deadly instrument of like character; ~~except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;~~

(e) ~~Carrying unconcealed on one's person or in any vehicle under one's immediate control, with intent to use the same unlawfully against another, any bludgeon, sandclub, a dagger, dirk, billy, blackjack, slingshot, nightstick, nunchucks, sap gloves, tomahawk, dangerous knife, straight edged razor, stiletto or any other dangerous or deadly instrument of like character; except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;~~

(c) Setting a spring gun;

(d) Carrying any pistol, revolver or other firearm concealed on one's person, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(e) Carrying on one's person any unconcealed, loaded firearm, while on property open to the public, except when on one's land or in one's abode or fixed place of business, unless the firearm is carried in a holster with its safety in place and such weapon remains within the immediate control of the person at all times;

(f) Carrying in any vehicle a loaded firearm which is under one's immediate control, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(g) Carrying in any air, land or water vehicle an unloaded firearm that is not encased in a container which completely encloses the firearm;

(h) Carrying a loaded or unloaded firearm in a courtroom or within City Hall, provided such building has "adequate security measures" as defined by K.S.A. 75-7c10 and amendments thereto ;

(i) Drawing a pistol, revolver, ~~knife~~ or any other deadly weapon upon any person;

(j) As used in this section, "*throwing star*" means any instrument, without handles, consisting of a metal plate having three or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond or other geometric shape, manufactured for use as a weapon for throwing.

(k) As used in this section, 'under one's immediate control' shall mean within reaching distance of the person.

(2) Subsections (1)(a), (b), ~~(c)~~, (d), (e), (f) and (g), (h), and (i) of this subsection shall not apply to or affect any of the following:

(a) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(b) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of a crime, while acting within the scope of their authority;

(c) Members of the Armed Services or Reserve Forces of the United States or the Kansas National Guard while in the performance of their official duty; or

(d) Manufacture of, transportation to, or sale of weapons to a person authorized under (a) through (c) of this subsection to possess such weapons.

(e) Qualified law enforcement officers or qualified retired law enforcement officers pursuant to the Law Enforcement Officers Safety Act, 18 U.S.C. 926B and 18 U.S.C. 926C and amendments thereto.

(f) Individuals employed as security officers by the City of Wichita, who are authorized by the chief of police, with the approval of the city manager, to carry firearms, while acting within the scope of their authority as a security officer for the City of Wichita.

(3) Subsection (1)(d), (e) and (f) of this section shall not apply to or affect the following:

(a) Private security officers who have been issued and are in possession of both a valid permit as required by Section 3.72.040 of this Code, and any amendments thereto, and a valid firearm permit issued by the Chief of Police pursuant to Section 3.72.210 of this code, and any amendments thereto, and are actually engaged in the performance of the duties of their employment;

(b) Private detectives licensed by the state to carry the firearm involved while actually engaged in the duties of their employment;

(c) Detectives or special agents regularly employed by railroad companies or other corporations to perform full-time security or investigative service, while actually engaged in the duties of their employment;

(d) The State Fire Marshal, the State Fire Marshal's deputies or any member of a fire department authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto, while engaged in an investigation in which such fire marshal, deputy or member is authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto.

(e) Special deputy sheriffs described in K.S.A. 19-827, and amendments thereto, who have satisfactorily completed the basic course of instruction required for permanent appointment as a part-time law enforcement officer under K.S.A. 74-5607a and amendments thereto.

(f) Persons who are employed by a licensed armored car service and 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.

(4) Subsection (1)(i) of this section shall not apply to or affect historical re-enactors and actors when engaged in performances and demonstrations. Provided, however, this subsection shall only apply to those performances and demonstrations which have been approved in advance in writing by the city manager or his designee.

(5) Subsection (1)(d), (e), (f), and (g) shall not apply to any person who sells, purchases, possesses or carries a firearm, device or attachment which has been rendered unserviceable by steel weld in the chamber and marriage weld of the barrel to the receiver and which has been registered in the national firearms registration and transfer record in compliance with 26 U.S.C. 5841 et seq., in the name of such person and, if such person transfers such firearm, device or attachment to another person, has been so registered in the transferee's name by the transferor.

(6) Subsections 1(d), 1(f), and 1(g) shall not apply to:

(a) Any person carrying a concealed weapon as authorized by K.S.A. 75-7c01 through K.S.A. 75-7c17, and amendments thereto.

(b) The United States Attorney for the District of Kansas, the attorney general, or any district attorney or county attorney, while actually

engaged in the duties of their employment or any activities incidental to such duties; any Assistant United States Attorney if authorized by the United States Attorney for the District of Kansas and while actually engaged in the duties of their employment or any activities incidental to such duties; any assistant attorney general if authorized by the attorney general and while actually engaged in the duties of their employment or any activities incidental to such duties; or any assistant district attorney or assistant county attorney if authorized by the district attorney or county attorney by whom such assistant is employed and while actually engaged in the duties of their employment or any activities incidental to such duties. The provisions of this paragraph shall not apply to any person not in compliance with 75-7c01, *et seq.* and amendments thereto.

(7) Subsection 1(d) shall not apply to licensed hunters or fishermen, while engaged in hunting or fishing;

(8) Subsection 1(h) shall not apply to individuals employed as security officers by the City of Wichita, who are authorized by the chief of police, with the approval of the city manager, to carry firearms, while acting within the scope of their authority as a security officer for the City of Wichita.

(9) Any person who violates any of the provisions of this section within the corporate limits of the city shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$2,500.00 or by imprisonment for not more than one year, or by both such fine and imprisonment.

(10) In addition to the penalty for violation of any of the provisions of this section, it shall be the duty of the municipal court judge:

(a) To order any weapon seized in connection with such violation which is not a firearm to be forfeited to the city and the same shall be destroyed or caused to be destroyed by the chief of police whenever the weapon is no longer needed for evidence;

(b) To order any weapon seized in connection with such violation when no longer needed for evidentiary purposes, shall, in the discretion of the trial court, be:

(i) Destroyed;

(ii) Forfeited to the Wichita Police Department for use within the police department, for sale to a properly licensed federal firearms dealer or for trading to a properly licensed federal firearms dealer by the police department for other new or used firearms or accessories for the police department's use; or

(iii) Forfeited to the Kansas Bureau of Investigation for law enforcement, testing, comparison or destruction by the Kansas Bureau of Investigation Forensic Laboratory.

If weapons are sold as authorized above, the proceeds from any such sale shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department. All transactions involving weapons disposed of under this subsection must have the prior approval of the city manager. All sales of weapons are subject to review by the city council.

(c) Any stolen weapon confiscated in connection with any violation of this section other than subdivision (a) of this subsection shall be returned to the person entitled to possession, if known, when the same is no longer needed for evidence. All other weapons shall be disposed of as provided in subsection (10)(a) and (b) of this section.

SECTION 2. The original of Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

CLEAN

06/03/2013

ORDINANCE NO. 49-522

AN ORDINANCE AMENDING SECTION 5.88.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO WEAPONS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

**"Unlawful use of weapons.** (1) Unlawful use of a weapon is knowingly:

(a) Selling, manufacturing, purchasing, possessing or carrying any bludgeon, sandclub, night stick, metal knuckles or throwing star;

(b) Possessing with intent to use the same unlawfully against another, any bludgeon, sandclub, billy, blackjack, slingshot, nightstick, nun-chucks, sap gloves, tomahawk or any other dangerous or deadly instrument of like character;

(c) Setting a spring gun;

(d) Carrying any pistol, revolver or other firearm concealed on one's person, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(e) Carrying on one's person any unconcealed, loaded firearm, while on property open to the public, except when on one's land or in one's abode or fixed place of business, unless the firearm is carried in a holster with its safety in place and such weapon remains within the immediate control of the person at all times;

(f) Carrying in any vehicle a loaded firearm which is under one's immediate control, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(g) Carrying in any air, land or water vehicle an unloaded firearm that is not encased in a container which completely encloses the firearm;

(h) Carrying a loaded or unloaded firearm in a courtroom or within City Hall, provided such building has "adequate security measures" as defined by K.S.A. 75-7c10 and amendments thereto;

(i) Drawing a pistol, revolver or any other deadly weapon upon any person;

(j) As used in this section, "*throwing star*" means any instrument, without handles, consisting of a metal plate having three or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond or other geometric shape, manufactured for use as a weapon for throwing.

(k) As used in this section, 'under one's immediate control' shall mean within reaching distance of the person.

(2) Subsections (1)(a), (b), (d), (e), (f) and (g), (h), and (i) of this subsection shall not apply to or affect any of the following:

(a) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(b) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of a crime, while acting within the scope of their authority;

(c) Members of the Armed Services or Reserve Forces of the United States or the Kansas National Guard while in the performance of their official duty; or

(d) Manufacture of, transportation to, or sale of weapons to a person authorized under (a) through (c) of this subsection to possess such weapons.

(e) Qualified law enforcement officers or qualified retired law enforcement officers pursuant to the Law Enforcement Officers Safety Act, 18 U.S.C. 926B and 18 U.S.C. 926C and amendments thereto.

(f) Individuals employed as security officers by the City of Wichita, who are authorized by the chief of police, with the approval of the city manager, to carry firearms, while acting within the scope of their authority as a security officer for the City of Wichita.

(3) Subsection (1)(d), (e) and (f) of this section shall not apply to or affect the following:

(a) Private security officers who have been issued and are in possession of both a valid permit as required by Section 3.72.040 of this Code, and any amendments thereto, and a valid firearm permit issued by the Chief of Police pursuant to Section 3.72.210 of this code, and any amendments thereto, and are actually engaged in the performance of the duties of their employment;

(b) Private detectives licensed by the state to carry the firearm involved while actually engaged in the duties of their employment;

(c) Detectives or special agents regularly employed by railroad companies or other corporations to perform full-time security or investigative service, while actually engaged in the duties of their employment;

(d) The State Fire Marshal, the State Fire Marshal's deputies or any member of a fire department authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto, while engaged in an investigation in which such fire marshal, deputy or member is authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto.

(e) Special deputy sheriffs described in K.S.A. 19-827, and amendments thereto, who have satisfactorily completed the basic course of instruction required for permanent appointment as a part-time law enforcement officer under K.S.A. 74-5607a and amendments thereto.

(f) Persons who are employed by a licensed armored car service and 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.

(4) Subsection (1)(i) of this section shall not apply to or affect historical re-enactors and actors when engaged in performances and demonstrations. Provided, however, this subsection shall only apply to those performances and demonstrations which have been approved in advance in writing by the city manager or his designee.

(5) Subsection (1)(d), (e), (f), and (g) shall not apply to any person who sells, purchases, possesses or carries a firearm, device or attachment which has been rendered unserviceable by steel weld in the chamber and marriage weld of the barrel to the receiver and which has been registered in the national firearms registration and transfer record in compliance with 26 U.S.C. 5841 et seq., in the name of such person and, if such person transfers such firearm, device or attachment to another person, has been so registered in the transferee's name by the transferor.

(6) Subsections 1(d), 1(f), and 1(g) shall not apply to:

(a) Any person carrying a concealed weapon as authorized by K.S.A. 75-7c01 through K.S.A. 75-7c17, and amendments thereto.

(b) The United States Attorney for the District of Kansas, the attorney general, or any district attorney or county attorney, while actually

engaged in the duties of their employment or any activities incidental to such duties; any Assistant United States Attorney if authorized by the United States Attorney for the District of Kansas and while actually engaged in the duties of their employment or any activities incidental to such duties; any assistant attorney general if authorized by the attorney general and while actually engaged in the duties of their employment or any activities incidental to such duties; or any assistant district attorney or assistant county attorney if authorized by the district attorney or county attorney by whom such assistant is employed and while actually engaged in the duties of their employment or any activities incidental to such duties. The provisions of this paragraph shall not apply to any person not in compliance with 75-7c01, *et seq.* and amendments thereto.

(7) Subsection 1(d) shall not apply to licensed hunters or fishermen, while engaged in hunting or fishing;

(8) Subsection 1(h) shall not apply to individuals employed as security officers by the City of Wichita, who are authorized by the chief of police, with the approval of the city manager, to carry firearms, while acting within the scope of their authority as a security officer for the City of Wichita.

(9) Any person who violates any of the provisions of this section within the corporate limits of the city shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$2,500.00 or by imprisonment for not more than one year, or by both such fine and imprisonment.

(10) In addition to the penalty for violation of any of the provisions of this section, it shall be the duty of the municipal court judge:

(a) To order any weapon seized in connection with such violation which is not a firearm to be forfeited to the city and the same shall be destroyed or caused to be destroyed by the chief of police whenever the weapon is no longer needed for evidence;

(b) To order any weapon seized in connection with such violation when no longer needed for evidentiary purposes, shall, in the discretion of the trial court, be:

(i) Destroyed;

(ii) Forfeited to the Wichita Police Department for use within the police department, for sale to a properly licensed federal firearms dealer or for trading to a properly licensed federal firearms dealer by the police department for other new or used firearms or accessories for the police department's use; or

(iii) Forfeited to the Kansas Bureau of Investigation for law enforcement, testing, comparison or destruction by the Kansas Bureau of Investigation Forensic Laboratory.

If weapons are sold as authorized above, the proceeds from any such sale shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department. All transactions involving weapons disposed of under this subsection must have the prior approval of the city manager. All sales of weapons are subject to review by the city council.

(c) Any stolen weapon confiscated in connection with any violation of this section other than subdivision (a) of this subsection shall be returned to the person entitled to possession, if known, when the same is no longer needed for evidence. All other weapons shall be disposed of as provided in subsection (10)(a) and (b) of this section.

SECTION 2. The original of Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of June, 2013.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf  
Director of Law

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council Members

**SUBJECT:** Ordinance amending Section 5.88.020 relating to the Discharge of a Firearm

**INITIATED BY:** Law Department

**AGENDA:** New Business

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**Recommendation:** Adopt ordinance and place on first reading.

**Background:** During the recent legislative session, Senate Substitute for House Bill No. 2052 was passed by the Kansas Legislature. The bill made revisions to state law regarding the discharge of a firearm. Amendments to the City Code regarding discharge of a firearm are required to comply with the state statute.

**Analysis:** Ordinance amendments are required to comply with the provisions of the state statute. The amendments:

- Prohibit the reckless discharge of a firearm.
- Allow the discharge of firearms by law enforcement, animal control and wildlife officials.
- Allow the discharge of a firearm for the self defense of an individual or his/her property.
- Allow the discharge of a firearm using blanks.
- Allow the discharge of a firearm at shooting ranges approved by the Chief of Police.
- Allow the discharge of a firearm in self-defense of an animal attack.

**Financial Considerations:** None

**Legal Considerations:** The ordinance amendments have been drafted and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council adopt the ordinance and place it on first reading.

**Attachments:** Ordinance

DELINEATED

06/04/2013

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 5.88.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO UNLAWFUL DISCHARGE OF A FIREARM, AIR RIFLES, PELLET GUNS AND BB GUNS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 5.88.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

- (1) It is unlawful for any person to recklessly discharge or fire any gun, pistol, air rifle, pellet gun, BB gun or any other firearm within the corporate limits of the city ~~except at any properly licensed shooting gallery or upon a pistol range or at a gun club, either of which shall be approved by the chief of police.~~
- (2) This section shall not apply to the discharge of any firearm if:
  - (a) The firearm is discharged at a private or public shooting range which has been approved by the chief of police;
  - (b) The firearm is discharged in the lawful defense of one's person, another person or one's property;
  - (c) The firearm is discharged to by authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas department of wildlife, parks and tourism;

- (d) The firearm is discharged using blanks; or
- (e) The firearm is discharged in lawful self-defense or defense of another person against an animal attack.
- ~~(a) Law enforcement officers while actually engaged in the performance of such officer's duty.~~

~~(3) This section shall not apply to health officers while actually engaged in the performance of such officers duty.~~

~~(4) This section shall not apply to historical reenactors and actors when engaged in performances and demonstrations when the powder charge does not exceed thirty grains for pistols, sixty five grains for long guns and one quarter pound for cannon, and the gun contains no projectile other than the minimum amount of wadding necessary to hold the powder charge in place. Provided, however, this subsection shall only apply to those performances and demonstrations which have been approved in advance in writing by the city manager or the city managers designee.~~

~~(5)~~(3) Any person who violates any of the provisions of this section is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

~~(6)~~(4) In addition to the penalty for the violation of this section, it shall be the duty of the municipal court judge to order any weapon seized in connection with such violation to be forfeited to the city and the same shall be disposed of by the chief of police

SECTION 2. The original of Section 5.88.020 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf  
Director of Law

CLEAN

06/04/2013

ORDINANCE NO.49-523

AN ORDINANCE AMENDING SECTION 5.88.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO UNLAWFUL DISCHARGE OF A FIREARM, AIR RIFLES, PELLET GUNS AND BB GUNS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 5.88.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

- (1) It is unlawful for any person to recklessly discharge or fire any gun, pistol, air rifle, pellet gun, BB gun or any other firearm within the corporate limits of the city.
- (2) This section shall not apply to the discharge of any firearm if:
  - (a) The firearm is discharged at a private or public shooting range which has been approved by the chief of police;
  - (b) The firearm is discharged in the lawful defense of one's person, another person or one's property;
  - (c) The firearm is discharged by authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas department of wildlife, parks and tourism;
  - (d) The firearm is discharged using blanks; or

(e) The firearm is discharged in lawful self-defense or defense of another person against an animal attack.

(3) Any person who violates any of the provisions of this section is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

(4) In addition to the penalty for the violation of this section, it shall be the duty of the municipal court judge to order any weapon seized in connection with such violation to be forfeited to the city and the same shall be disposed of by the chief of police

SECTION 2. The original of Section 5.88.020 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of June, 2013.

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Carl Brewer, Mayor

ATTEST:

Approved as to Form:

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Karen Sublett, City Clerk

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Gary E. Rebenstorf  
Director of Law

**CITY OF WICHITA  
City Council Meeting  
June 18, 2013**

**TO:** Mayor and City Council Members

**SUBJECT:** Resolution exempting Certain Public Buildings and Facilities from the Provisions of Senate Substitute for House Bill 2052 (2013)

**INITIATED BY:** Law Department

**AGENDA:** New Business

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**Recommendation:** Adopt the resolution.

**Background:** The Kansas Legislature recently passed Senate Substitute for House Bill No. 2052 allowing carry concealed permit holders to carry handguns in municipal buildings and facilities, unless such facilities are properly posted to prohibit such actions and have “adequate security measures”. Adequate security measures is defined by the bill to require facilities to have electronic equipment and personnel at public entrances to detect and restrict the carrying of weapons into public buildings. Currently, the only city building with these measures in place is City Hall. The bill allows municipalities to request exemption from the provisions of the bill until January 1, 2014, to allow governmental agencies to provide security plans for these facilities. A request for an exemption must be made to the Kansas Attorney General no later than July 1, 2013.

After a request is made for an exemption, an additional exemption may be requested by municipalities for a period not to exceed four years. This exemption requires that a resolution be passed listing the legal description of such building, listing the reasons for such exemption and including a statement that a security plan has been developed for the building being exempted.

In February 2012, staff made recommendations to the City Council regarding certain public buildings where permit holders could carry firearms. **(Exhibit A) At that time, one hundred seven (107) buildings were designated to allow carry concealed weapons. Currently, there are two hundred eighty six facilities where carry concealed weapons are prohibited.**

The list of buildings where concealed carry was prohibited was based on a number of criteria including, but not limited to:

1. Courthouse or facility where court proceedings are conducted
2. Building utilized by City Council for meetings or public hearings
3. Police substations
4. Buildings which serve as polling places
5. Buildings where youth activities or athletic events are held
6. Buildings where alcohol or cereal malt beverage is allowed to be served or consumed
7. Facilities which are leased to 3<sup>rd</sup> parties on a full time basis, which the City does not have control of the premises

8. Detention facilities, warrant offices or booking facilities
9. Buildings which serve as licensed child care facilities
10. Buildings which are used as community health facilities or provide mental health Services
11. Libraries
12. Concealed carry restricted or banned by federal law OR buildings which house facilities heavily regulated by the federal government.
13. Building/contents are critical infrastructure, water treatment facilities, etc.
14. Facilities which are governed by other advisory boards or authorities: Airport, Park, Transit and Library boards
15. Building is neither owned by nor leased by the City or no longer exists – should not be on list.

Specific security plans were not reviewed or developed by staff in 2012. Legislative committee comments would suggest that the City’s analysis of the buildings is a sufficient review of the buildings to support a request for exemption. However, given that the bill requires that security plans be maintained on file, it is staff’s legal opinion that the review conducted in 2012, would not comply with the required terms of the new legislation. In order to exempt buildings from the legislation until 2017, security plans must be developed for any building sought for exemption.

**Analysis:** There are two options available to the City Council:

- 1) Allow weapons in all city buildings and facilities, with the exemption of City Hall, which currently has the adequate security measures required by the Bill;
- 2) Request exemption from the Bill’s provisions until January 1, 2014 and direct staff to complete a security plan for each building currently prohibiting concealed carry permit holders from carrying handguns in public buildings and facilities.

WPD staff estimate that it will cost approximately one million dollars for equipment necessary for “adequate security measures” to exist for each building listed in Exhibit A. Additional security personnel costs, if all buildings were to prohibit concealed weapons, would be approximately \$14.5 million dollars per year. Additional costs, which cannot be estimated at this time, would include any required re-construction of buildings for necessary security equipment and any necessary security consultanting fees for buildings, such as Century II, which could require design and security experience beyond that of current police department staff.

**Financial Considerations:** None at this time. If the council determines to initiate steps to place adequate security measures at all city buildings, the estimated cost would be approximately 1 million dollars for equipment and a yearly expense of 14.5 million dollars in personnel costs.

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

**Recommendations/Actions:** It is recommended that the City Council pass the resolution and that notice be sent by the mayor to the Kansas Attorney General requesting exemption from the provisions of Senate Substitute for House Bill No. 2052 and that staff be directed to develop security plans for buildings where continued exemption of the bills provisions is sought.

**Attachment:** Resolution and Exhibit A of buildings sought to be exempted.

RESOLUTION NO. 13-108

A RESOLUTION REQUESTING EXEMPTION FROM THE APPLICABILITY OF THE KANSAS PERSONAL AND FAMILY PROTECTION ACT TO CITY-OWNED BUILDINGS AND FACILITIES AS AUTHORIZED BY SENATE SUBSTITUTE FOR HOUSE BILL NO. 2052 (2013)

WHEREAS, the State of Kansas has enacted the Personal and Family Protection Act, K.S.A. 75-7c01, *et seq.*; and

WHEREAS, the Act restricts carrying concealed handguns on certain premises which are conspicuously posted in accordance with the provisions of the Act and rules and regulations adopted by the Kansas Attorney General ; and

WHEREAS, the Act permits persons licensed pursuant to the Act to carry a concealed handgun within a building or buildings of municipalities whenever such building or facility is not posted according to the provisions of the Act and in buildings which do not have adequate security measures, as required by Senate Substitute for House Bill 2052 (2013).

WHEREAS, in 2012, City staff reviewed City-owned buildings and facilities and made recommendations regarding certain public buildings and facilities in which persons could carry a handgun if properly licensed.

WHEREAS, on February 14, 2012, the City Council designated buildings that were not to be posted with signs as provided by K.S.A. 75-7c01(f) and persons properly licensed under the Act were permitted to carry a concealed handgun into any such building.

WHEREAS, the Kansas Legislature passed Senate Substitute for House Bill 2052 (2013), which becomes effective on July 1, 2013, which precludes cities from prohibiting persons from carrying a concealed handgun into a state or municipal building unless the building has “adequate security measures” as defined by the Act. The bill allows a municipality to request

that municipal buildings be exempt from the provisions of the bill, until January 1, 2014, to allow the municipality to adopt security plans for buildings sought to be exempted.

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

SECTION 1. The Mayor is directed to notify the Kansas Attorney General, Wichita Chief of Police and the Sedgwick County Sheriff that the City of Wichita requests exemption from the provisions of Senate Substitute for House Bill 2052 (2013) until January 1, 2014, for the buildings listed in Exhibit A, which were designated by the City Council on February 14, 2012, as buildings which prohibited concealed carry permit holders from bringing weapons into public buildings and facilities;

SECTION 2. Staff is directed to review all buildings listed in Exhibit A, prior to January 1, 2014, to make recommendations regarding whether concealed carry weapons should remain prohibited in such buildings and facilities, to list reasons for exemption of these buildings and to develop a security plan for such facilities.

SECTION 3. This resolution shall become effective upon its approval and passage by the governing body of the City of Wichita.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf  
City Attorney

**CITY OF WICHITA  
City Council Meeting  
June 18, 2013**

**TO:** Mayor and City Council Members

**SUBJECT:** Ordinances amending Sections 1.06.010 and 1.06.060 regarding Domestic Violence Offenses and passing a Charter Ordinance amending Charter Ordinances 164, 168, 202, and 218 regarding Municipal Court Procedures.

**INITIATED BY:** Law Department

**AGENDA:** New Business

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**Recommendation:** Adopt the ordinances and place on first reading.

**Background:** During the 2012 legislative session, Senate Bill 304 was passed which required municipal courts, beginning July 1, 2013, to order mandatory treatment and counseling for offenders convicted of a Domestic Violence Offense. The statute requires that treatment providers and evaluators be certified by the Kansas Attorney General’s Office as “certified batterer programs” in order to provide court assessments and treatment. The legislation also dictates requirements for offender assessments and mandates assessment providers to recommend treatment for domestic violence offenders of at least twenty-four (24) weeks. Currently, treatment ordered by municipal court judges ranges from a one day informational class to twenty-six (26) weeks of Anger Management, depending upon the facts and circumstances of the case.

Additionally, the statute requires the offender to pay for the assessment and any recommended court ordered treatment. There are no provisions in the statute to waive the assessment fee or treatment costs if a defendant is indigent.

During the legislative session, Municipal Court Judge William Kehr presented testimony in opposition to the Bill. Judge Kehr testified that the Bill took away the court’s judicial discretion in determining the appropriate sentence and level and extent of treatment to be imposed on offenders. Testimony was also presented regarding the Bill’s negative impact on jail fees assessed against the City. The City of Wichita prosecutes more domestic violence cases than any Kansas municipality.

In 2012, approximately 3,600 domestic cases were filed in the Wichita Municipal Court. The types of charges filed in the Municipal Court include: Domestic Battery, Disorderly Conduct, Interference with Telephone Service, Violation of PFA/Bond Restrictions, Criminal Damage to Property, Theft, Intimidation of a Witness, Assault, Trespassing and Unlawful Restraint.

Of these cases, 1400 defendants were convicted of a domestic violence offense and 375 were placed on a deferred judgment (diversion) program. The majority of these offenders were placed on probation and treatment ordered. Court data reflects that 964 motions were filed for the defendant’s failure to comply with the terms and conditions of probation. Data does not allow staff to determine what cases had multiple motions filed or the basis for these motions. In some of these cases, probation was revoked, and the defendant was ordered to serve the jail sentence imposed by the court. In cases where the defendant is placed in custody, the City is assessed jail fees equaling approximately \$55 per day.

**Analysis:** Section 1.06.010 is amended to bring the City’s definitions related to domestic violence offenses into compliance with state law. Section 1.06.060 regarding deferred judgment programs for domestic violence offenders, is amended to allow the City Attorney to offer a deferred judgment to offenders who have had a previous domestic violence offense which is more than five years old. Currently, offenders are only offered a deferral of the charges one time.

Charter Ordinance 218 is amended to require the court, if it determines that the offender has committed a domestic violence offense, to order the mandated assessment and the appropriate treatment as recommended by the certified evaluator. The ordinance does allow the court, in certain limited cases, to make a determination on the record that the offense is not a “domestic violence offense” and the court is not required to order an assessment before imposing sentence.

Additionally, Charter Ordinance numbers 164, 168, 202 and 218 are amended to correct codification issues of prior amendments to charter ordinances setting forth the applicable municipal court procedures. The amendments will consolidate most procedures applicable to the court into one charter ordinance.

**Financial Considerations:** It is anticipated that the ordinances will cause an increase in jail fees paid by the City of Wichita for defendants held in the Sedgwick County jail. It is difficult to accurately estimate this additional cost, since it is dependent on the number of defendants and the length of treatment that would be required of each defendant, based on the assessment required by the new State law. Staff estimates that DV defendants currently account for 20% of the current City jail fees, or \$460,000 from the General Fund annually. Assuming the days of required incarceration for DV defendants increased approximately 50%, the impact of this legislation would be to increase General Fund expenditures by an estimated \$230,000 annually.

**Legal Considerations:** The ordinances have been prepared and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council place the ordinances on first reading.

**Attachment:** Ordinances

ORDINANCE NO. 49-526

AN ORDINANCE AMENDING SECTIONS 1.06.010 AND 1.06.060 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DOMESTIC VIOLENCE OFFENSES AND REPEALING THE ORIGINAL OF SAID SECTIONS.

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

SECTION 1. Section 1.06.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

**Definitions.** The following terms as used in this chapter shall have the following meanings:

‘City attorney’ means the City Attorney of the City of Wichita, Kansas, or any of his or her authorized assistants.

‘Complaint’ means complaint, citation or notice to appear in municipal court.

‘Dating Relationship’ means a social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed. Nature of the relationship, length of time the relationship

existed, frequency of interaction between the parties and time since termination of the relationship, if applicable.

‘Deferred judgment’ means referral of a defendant in a criminal case other than that charging an alcohol related offense to a supervised program after the defendant has entered a plea of guilty, but prior to the court entering judgment and imposing sentencing on that plea.

‘Deferred judgment agreement’ means the specification of formal terms and conditions which defendant must fulfill in order to have his or her guilty plea set aside and the charges against such person dismissed.

‘Domestic violence’ means an act of violence against a person with whom the offender is involved or has been involved in a dating relationship, or an act of violence against a family or household member by a family or household member. Domestic violence also includes any other crime committed against a person or against property or any municipal ordinance violation against a person or against property, when directed against a person with whom the offender is involved or has been involved in a dating relationship or when directed against a family or household member by a family or household member.

‘Domestic violence offense’ means any crime committed whereby the underlying factual basis includes an act of domestic violence.

‘Family or household members’ means persons eighteen years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have child in common regardless of whether

they have been married or who have lived together at any time. Family or household member also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.”

SECTION 2. Section 1.06.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

The city attorney shall not enter into a deferred judgment agreement on a complaint alleging a violation of an ordinance of the City of Wichita if the defendant has previously participated in a deferred judgment or diversion program in any jurisdiction for any prior case involving the same type of offense within five years of the date of the ordinance violation.

SECTION 3. The originals of Section 1.06.010 and 1.06.060 of the Code of the City of Wichita, Kansas, are hereby repealed

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf  
Director of Law

OCA#050013

First Published in The Wichita Eagle on \_\_\_\_\_

DELINEATED

06/05/2013

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 1.06.010 AND 1.06.060 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DOMESTIC VIOLENCE OFFENSES AND REPEALING THE ORIGINAL OF SAID SECTIONS.

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

SECTION 1. Section 1.06.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

**Definitions.** The following terms as used in this chapter shall have the following meanings:

‘City attorney’ means the City Attorney of the City of Wichita, Kansas, or any of his or her authorized assistants.

‘Complaint’ means complaint, citation or notice to appear in municipal court.

~~‘Crimes involving domestic violence’ means crimes involving any harmful physical contact or the threat thereof between family or household members or domestic partners, including the destruction of property or the threat thereof as a method of coercion, control, revenge or punishment.~~

‘Dating Relationship’ means a social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed. Nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and time since termination of the relationship, if applicable.

‘Deferred judgment’ means referral of a defendant in a criminal case other than that charging an alcohol related offense to a supervised program after the defendant has entered a plea of guilty, but prior to the court entering judgment and imposing sentencing on that plea.

‘Deferred judgment agreement’ means the specification of formal terms and conditions which defendant must fulfill in order to have his or her guilty plea set aside and the charges against such person dismissed.

‘Domestic violence’ means an act of violence against a person with whom the offender is involved or has been involved in a dating relationship, or an act of violence against a family or household member by a family or household member. Domestic violence also includes any other crime committed against a person or against property or any municipal ordinance violation against a person or against property, when directed against a person with whom the offender is involved or has been involved in a dating relationship or when directed against a family or household member by a family or household member.

‘Domestic violence offense’ means any crime committed whereby the underlying factual basis includes an act of domestic violence.

‘Family or household members’ means persons eighteen years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have child in common regardless of whether they have been married or who have lived together at any time. Family or household member also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.”

SECTION 2. Section 1.06.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

The city attorney shall not enter into a deferred judgment agreement on a complaint alleging a violation of an ordinance of the City of Wichita if the defendant has previously participated in a deferred judgment or diversion program in any jurisdiction for any prior case involving the same type of offense ~~and the prior offense occurred on or after March 1, 1990.~~ within five years of the date of the ordinance violation.

SECTION 4. The originals of Sections 1.06.010 and 1.06.060 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 5. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf  
Director of Law

OCA # 050013

PUBLISHED IN THE WICHITA EAGLE ON June 28, 2013 and July 5, 2013

CLEAN

06/05/2013

CHARTER ORDINANCE NO 220

AN ORDINANCE AMENDING SECTION 1 OF CHARTER ORDINANCE NO. 164, AMENDING SECTION 1 OF CHARTER ORDINANCE 218, AMENDING SECTION 1 OF CHARTER ORDINANCE NO 202, RELATING TO MUNICIPAL COURT PROCEDURES, AND REPEALING THE ORIGINAL OF SECTION 1 OF CHARTER ORDINANCE NO. 164, REPEALING CHARTER ORDINANCE 218 IN ITS ENTIRETY, REPEALING SECTIONS 1, 4, 5, 6, and 7 OF CHARTER ORDINANCE NO. 168, AND REPEALING SECTIONS 1, 3, 4, 5, and 6 OF CHARTER ORDINANCE NO. 202

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

SECTION 1. Section 1 of Charter Ordinance No. 164 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

The City of Wichita, Kansas, City of the first class, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and makes inapplicable to it, the provisions of K.S.A. 12-4509 and 12-4511, and to provide substitute and additional provisions as hereinafter set forth in this ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to this city, but not applicable uniformly to all cities.

SECTION 2. Section 1 of Charter Ordinance No. 218 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“(a) Whenever a person is found guilty of the violation of an ordinance, the municipal judge may, unless otherwise required by law to impose a

mandatory, minimum sentence or fine, imprisonment, or both; (1) release the person without imposition of sentence; (2) release the person on probation after the imposition of sentence, without imprisonment or the payment of a fine or a portion thereof, subject to conditions imposed by the court; (3) impose a sentence of house arrest as provided for in K.S.A. 21-6609 and amendments thereto; or (4) impose such sentence of fine, imprisonment or both, as may be authorized for the ordinance violation.

(b) Whenever a person is found guilty of the violation of an ordinance and there is evidence that the act constituting the violation of the ordinance was substantially related to the possession, use or ingestion of a cereal malt beverage or an alcoholic beverage by such person, the judge may, in addition to the disposition authorized by subsection (a), order such person to attend and satisfactorily complete an alcohol or drug education or training program certified by the Administrative Judge or licensed by the Secretary of Social and Rehabilitation Services.

(c) Except as provided in subsection (d), in addition to or in lieu of any other sentence authorized by law, whenever a person is convicted of having violated, while under 21 years of age, Section 4.04.017, 4.04.040, 11.38.158 or Chapter 5.26 of the Code of the City of Wichita, and amendments thereto, the municipal judge shall order such person to submit to and complete an alcohol and drug evaluation by a community-based alcohol and drug safety action program certified pursuant to K.S.A. 8-1008, and amendments thereto, and to pay a fee not

to exceed the fee established by that statute for such evaluation. If the judge finds that the person is indigent, the fee may be waived.

(d) If the person is 18 or more years of age, but less than 21 years of age and is convicted of a violation of Section 4.04.017, and amendments thereto, involving cereal malt beverage, the provisions of subsection (c) are permissive and not mandatory;

(e) In addition to any other sentence authorized by law, whenever a person is convicted of any criminal offense, the municipal judge shall determine whether the defendant committed a domestic violence offense, as defined by Section 1.06.010. If the judge determines that the defendant has committed a domestic violence offense, the court shall place a domestic violence designation on the criminal case and shall sentence the defendant, in addition to any conditions set forth in paragraph (f) below, to undergo a domestic violence offender assessment conducted by a certified batterer intervention program and follow all recommendations made by such program unless otherwise ordered by the court. The court may order a domestic violence offender assessment prior to sentencing if the assessment or evaluation would assist the court in determining an appropriate sentence. The entity completing the assessment or evaluation shall provide the assessment or evaluation and recommendations to the court and the court shall provide the domestic violence offender assessment to any entity responsible for supervising such defendant. A defendant ordered to undergo a domestic violence offender assessment shall be required to pay for the assessment

and, unless otherwise ordered by the court, for completion of all recommendations.

The court shall not place a domestic violence designation on the criminal case and the defendant shall not be subject to the provisions of this section only if the court finds on the record that:

- (1) the defendant has not previously committed a domestic violence offense or participated in a diversion upon a complaint alleging a domestic violence offense and
- (2) the domestic violence offense was not used to coerce, control, punish, intimidate or take revenge against a person with whom the offender is involved or has been involved in a dating relationship or against a family or household member.

(f) The court may impose any conditions of probation or suspension of sentence that the court deems proper, including, but not limited to, requiring that the defendant:

- (1) Avoid such injurious and vicious habits, as directed by the court or the probation officer;
- (2) avoid such persons or places of disreputable or harmful character, as directed by the court or the probation officer;
- (3) report to the probation office as directed;
- (4) permit the probation officer to visit the defendant at home or elsewhere;
- (5) work faithfully at suitable employment insofar as possible;

(6) remain within the state unless the court grants permission to leave;

(7) pay a fine or costs, applicable to the ordinance violation, in one or several sums and in the manner as directed by the court;

(8) support the defendant's dependents;

(9) reside in a residential facility located in the community and participate in educational counseling, work and other correctional or rehabilitative programs;

(10) perform community or public service work for local governmental agencies, private corporations organized not for profit, or charitable or social service organizations performing services for the community;

(11) perform services under a system of day fines whereby the defendant is required to satisfy fines, costs or reparation or restitution obligations by performing services for a period of days determined by the court on the basis of ability to pay, standard of living, support obligations and other factors;

(12) make reparation or restitution to the aggrieved party for the damage or loss caused by the defendant's crime, in an amount and manner determined by the court and to the person specified by the court; or

(13) reimburse the city, in accordance with any order made under subsection (d), for all or part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant.

(g) In addition to or in lieu of any other sentence authorized by law, whenever a person is found guilty of the violation of an ordinance the judge may order such person to reimburse the city for all or a part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant. In determining the amount and method of payment of such sum, the court shall take account of the services provided, the financial resources of the defendant and the nature of the burden that payment of such sum will impose. A defendant who has been required to pay such sum and who is not willfully in default in the payment thereof may at any time petition the court which sentenced the defendant to waive payment of such sum or any unpaid portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the defendant or the defendant's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.”

SECTION 3. Section 1 of Charter Ordinance No. 202 is hereby amended to read as follows:

The provisions of the following Kansas Statutes, as presently enacted and as may be hereinafter amended, are incorporated herein by reference as if the same had been set out in full: K.S.A. 12-4106, 12-4113, 12-4204, 12-4209, 12-4301, 12-4302, 12-4303, 12-4402, 12-4407, 12-4409, 12-4501, 12-4502, 12-4503, 12-4504, 12-4508, 12-4510, 12-4512, and 12-4513.

SECTION 4. The original of Section 1 of Charter Ordinance No. 164 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 5. The original of Charter Ordinance 218 is hereby repealed in its entirety.

SECTION 6. The original of Sections 1, 4, 5, 6, and 7 of Charter Ordinance No. 168 are hereby repealed.

SECTION 7. The original of Sections 1, 3, 4, 5, and 6 of Charter Ordinance No. 202 are hereby repealed.

SECTION 8. This ordinance shall be published once a week for two consecutive weeks in the official city newspaper.

SECTION 9. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor thereof, this 18th day of June, 2013.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf  
City Attorney

OCA # 050013

PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_

DELINEATED

06/05/2013

CHARTER ORDINANCE NO \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 1 OF CHARTER ORDINANCE NO. 164, AMENDING SECTION 1 OF CHARTER ORDINANCE 218, AMENDING SECTION 1 OF CHARTER ORDINANCE NO 202, RELATING TO MUNICIPAL COURT PROCEDURES, AND REPEALING THE ORIGINAL OF SECTION 1 OF CHARTER ORDINANCE NO. 164, REPEALING CHARTER ORDINANCE 218 IN ITS ENTIRETY, REPEALING SECTIONS 1, 4, 5, 6, and 7 OF CHARTER ORDINANCE NO. 168, AND REPEALING SECTIONS 1, 3, 4, 5, and 6 OF CHARTER ORDINANCE NO. 202

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

SECTION 1. Section 1 of Charter Ordinance No. 164 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

The City of Wichita, Kansas, City of the first class, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and makes inapplicable to it, the provisions of K.S.A. 12-4509, ~~as amended by Chapter 194, Section 1, of the 1996 Kansas Session Laws,~~ and 12-4511, and to provide substitute and additional provisions as hereinafter set forth in this ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to this city, but not applicable uniformly to all cities.

SECTION 2. Section 1 of Charter Ordinance No. 218 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“(a) Whenever a person is found guilty of the violation of an ordinance, the municipal judge may, unless otherwise required by law to impose a mandatory, minimum sentence or fine, imprisonment, or both; (1) release the person without imposition of sentence; (2) release the person on probation after the imposition of sentence, without imprisonment or the payment of a fine or a portion thereof, subject to conditions imposed by the court; (3) impose a sentence of house arrest as provided for in ~~Section 249 of chapter 136 of the 2010 Session Laws of Kansas~~ K.S.A. 21-6609 and amendments thereto; or (4) impose such sentence of fine, imprisonment or both, as may be authorized for the ordinance violation.

(b) Whenever a person is found guilty of the violation of an ordinance and there is evidence that the act constituting the violation of the ordinance was substantially related to the possession, use or ingestion of a cereal malt beverage or an alcoholic beverage by such person, the judge may, in addition to the disposition authorized by subsection (a), order such person to attend and satisfactorily complete an alcohol or drug education or training program certified by the Administrative Judge or licensed by the Secretary of Social and Rehabilitation Services.

(c) Except as provided in subsection (d), in addition to or in lieu of any other sentence authorized by law, whenever a person is convicted of having violated, while under 21 years of age, Section 4.04.017, 4.04.040, 11.38.158 or Chapter 5.26 of the Code of the City of Wichita, and amendments thereto, the municipal judge shall order such person to submit to and complete an alcohol and

drug evaluation by a community-based alcohol and drug safety action program certified pursuant to K.S.A. 8-1008, and amendments thereto, and to pay a fee not to exceed the fee established by that statute for such evaluation. If the judge finds that the person is indigent, the fee may be waived.

(d) If the person is 18 or more years of age, but less than 21 years of age and is convicted of a violation of Section 4.04.017, and amendments thereto, involving cereal malt beverage, the provisions of subsection (c) are permissive and not mandatory;

(e) In addition to any other sentence authorized by law, whenever a person is convicted of any criminal offense, the municipal judge shall determine whether the defendant committed a domestic violence offense, as defined by Section 1.06.010. If the judge determines that the defendant has committed a domestic violence offense, the court shall place a domestic violence designation on the criminal case and shall sentence the defendant, in addition to any conditions set forth in paragraph (f) below, to undergo a domestic violence offender assessment conducted by a certified batterer intervention program and follow all recommendations made by such program unless otherwise ordered by the court. The court may order a domestic violence offender assessment prior to sentencing if the assessment or evaluation would assist the court in determining an appropriate sentence. The entity completing the assessment or evaluation shall provide the assessment or evaluation and recommendations to the court and the court shall provide the domestic violence offender assessment to any entity responsible for supervising such defendant. A defendant ordered to undergo a

domestic violence offender assessment shall be required to pay for the assessment and, unless otherwise ordered by the court, for completion of all recommendations.

The court shall not place a domestic violence designation on the criminal case and the defendant shall not be subject to the provisions of this section only if the court finds on the record that:

- (1) the defendant has not previously committed a domestic violence offense or participated in a diversion upon a complaint alleging a domestic violence offense and
- (2) the domestic violence offense was not used to coerce, control, punish, intimidate or take revenge against a person with whom the offender is involved or has been involved in a dating relationship or against a family or household member.

~~(e)~~ (f) The court may impose any conditions of probation or suspension of sentence that the court deems proper, including, but not limited to, requiring that the defendant:

- (1) Avoid such injurious and vicious habits, as directed by the court or the probation officer;
- (2) avoid such persons or places of disreputable or harmful character, as directed by the court or the probation officer;
- (3) report to the probation office as directed;
- (4) permit the probation officer to visit the defendant at home or elsewhere;

- (5) work faithfully at suitable employment insofar as possible;
- (6) remain within the state unless the court grants permission to leave;
- (7) pay a fine or costs, applicable to the ordinance violation, in one or several sums and in the manner as directed by the court;
- (8) support the defendant's dependents;
- (9) reside in a residential facility located in the community and participate in educational counseling, work and other correctional or rehabilitative programs;
- (10) perform community or public service work for local governmental agencies, private corporations organized not for profit, or charitable or social service organizations performing services for the community;
- (11) perform services under a system of day fines whereby the defendant is required to satisfy fines, costs or reparation or restitution obligations by performing services for a period of days determined by the court on the basis of ability to pay, standard of living, support obligations and other factors;
- (12) make reparation or restitution to the aggrieved party for the damage or loss caused by the defendant's crime, in an amount and manner determined by the court and to the person specified by the court; or

(13) reimburse the city, in accordance with any order made under subsection (d), for all or part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant.

~~(f)~~ (g) In addition to or in lieu of any other sentence authorized by law, whenever a person is found guilty of the violation of an ordinance the judge may order such person to reimburse the city for all or a part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant. In determining the amount and method of payment of such sum, the court shall take account of the services provided, the financial resources of the defendant and the nature of the burden that payment of such sum will impose. A defendant who has been required to pay such sum and who is not willfully in default in the payment thereof may at any time petition the court which sentenced the defendant to waive payment of such sum or any unpaid portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the defendant or the defendant's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.”

SECTION 3. Section 1 of Charter Ordinance No. 202 is hereby amended to read as follows:

The provisions of the following Kansas Statutes, as presently enacted and as may be hereinafter amended, are incorporated herein by reference as if the same had been set out in full: K.S.A. 12-4106, 12-4113, 12-4204, 12-4209, 12-4301, 12-4302, 12-4303, 12-

4402, 12-4407, 12-4409, 12-4501, 12-4502, 12-4503, 12-4504, 12-4508, 12-4510, 12-4512, and 12-4513.

SECTION 4. The original of Section 1 of Charter Ordinance No. 164 of the Code of the City of Wichita, Kansas, are hereby repealed.

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SECTION 6. The original of Sections 1, 4, 5, 6, and 7 of Charter Ordinance No. 168 are hereby repealed.

SECTION 7. The original of Sections 1, 3, 4, 5, and 6 of Charter Ordinance No. 202 are hereby repealed.

SECTION 8. This ordinance shall be published once a week for two consecutive weeks in the official city newspaper.

SECTION 9. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor thereof, this 18th day of June, 2013.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf  
City Attorney

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council Members  
**SUBJECT:** Chisholm Creek Park South. (District I)  
**INITIATED BY:** Department of Park and Recreation  
**AGENDA:** New Business

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**Recommendations:** Approve the project and adopt the Bonding Resolution.

**Background:** The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes a project to improve Chisholm Creek Park (South), located at 29<sup>th</sup> Street North and Woodlawn. A vacant house and barn located on park property at the west end of the pathway system have deteriorated to the point of becoming a potential hazard to park users. The asphalt pathway adjacent to these structures is cracked and uneven, and needs to be replaced.

**Analysis:** The vacant home and barn have been identified for demolition and removal based upon existing conditions. Removal of these structures would eliminate the potential hazards and improve the western entrance to the park. The asphalt pathway is proposed to be removed and replaced with concrete.

Chisholm Creek Park has been designed and maintained to preserve its natural habitat. Great Plains Nature Center (GPNC) is located within this site and runs many of its programs throughout the park. Apart from the Nature Center, residents are encouraged to utilize the walking and bicycling paths within the 282 acre park. This project provides for building demolition, the renovation of the pathway system, updating the asphalt pathways to concrete, eliminating hazardous conditions, sign repairs and updating non-compliant ADA walks for future boardwalks.

An estimated \$125,000 of the \$250,000 budgeted is anticipated to fund the demolition and site restoration of the structures. The Park Department is preparing a Federal Lands Access Program (FLAP) grant application to renovate the pathway system. If the grant is awarded, the remaining estimated \$125,000 will be used towards the 20% match, creating a \$625,000 budget which will allow for total renovation of the asphalt path system and connectivity improvements to GPNC. Any remaining funds after this 20% match will be utilized for pathway renovations, sign repairs, and updating non-compliant ADA walk or boardwalk systems.

If the City is unsuccessful in securing the FLAP grant, the pathway system will be renovated as the estimated \$125,000 remaining funding allows.

**Financial Considerations:** The 2011 CIP budget is \$250,000 for this project. The funding source is General Obligation Bonds.

**Legal Considerations:** The Law Department has approved the authorizing Resolution as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the project, adopt the Bonding Resolution and authorize signatures as required.

**Attachments:** Resolution and Declaration of Official Intent Certificate.

**RESOLUTION NO. 13-105**

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE IMPROVEMENT AND RENOVATION OF PARK AMENITIES IN CHISHOLM CREEK PARK SOUTH.

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

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

Labor, material, and equipment for the demolition, removal and site restoration of existing structures; pathway system renovation; pathway hazard elimination; sign repairs and ADA walk improvements in Chisholm Creek Park South.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$250,000 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW

**DECLARATION OF OFFICIAL INTENT CERTIFICATE**

Comes now Shawn Henning, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

Labor, material, and equipment for the demolition, removal and site restoration of existing structures; pathway system renovation; pathway hazard elimination; sign repairs and ADA walk improvements in Chisholm Creek Park South.

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is 250,000 dollars, exclusive of the cost of interest on borrowed money.
7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.
8. This certificate being signed and executed under oath by the Director of Finance of the City on

the \_\_\_\_\_ day of \_\_\_\_\_  
*(month, year)*

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Shawn Henning, Director of Finance

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

On this \_\_\_\_\_ day of \_\_\_\_\_, Shawn Henning appeared before me, whom I know personally to be the signer of the above and she acknowledged that she signed it.

My appointment expires:

\_\_\_\_\_ Notary Public

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Chisholm Creek Park Federal Lands Access Program (FLAP) Grant. (District I)

**INITIATED BY:** Department of Park & Recreation

**AGENDA:** New Business

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**Recommendation:** Authorize the Federal Lands Access Program (FLAP) grant application.

**Background:** The FLAP Program is a new Federal Grant Program for states, counties, tribes and local governments. The program provides funds for transportation projects that provide access to, are adjacent to, or are within federal lands with emphasis placed on those that access high use recreation sites and are federal economic generators. The facility must be owned or maintained by the state, tribe or local government. Eligible projects include construction and reconstruction of provisions for pedestrians and bicycles.

Great Plains Nature Center (GPNC) sits on a federally-owned parcel of land in Chisholm Creek Park. The asphalt bike path through the park is in disrepair. Removing the asphalt, replacing it with a concrete pathway, improving signage to and connectivity with GPNC is considered an eligible project for FLAP submittal. The application form for Kansas will be finalized over the next few weeks. It is to be submitted by July, with selections occurring in October.

**Analysis:** A total of \$3.8 - \$5.4 million is anticipated to be available to Kansas for this multi-year program, with an estimated \$900,000 to be awarded in 2013. A 20% match would be required from the City if the application is approved.

**Financial Considerations:** Initial estimates for the bike/pedestrian trail improvements are \$625,000. The 20% match (\$125,000) will be funded from the Chisholm Creek Park South Capital Improvement project included in the 2011-2020 adopted CIP (\$250,000 total). The funding source is General Obligation Bonds.

**Legal Considerations:** The grant application has been approved as to form by the Law Department.

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

Revised 06-13-2013

**City of Wichita  
City Council Meeting  
June 18, 2013**

**TO:** Mayor and City Council

**SUBJECT:** HUD Consolidated Plan/Fifth Program Year Action Plan, 2013-2014, Amended

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** New Business

**Recommendation:** Close the public hearing and authorize submission of the amended 2013-2014 Fifth Program Year Action Plan for Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Funds to the U.S. Department of Housing and Urban Development (HUD), and authorize necessary signatures, agreements and contracts.

**Background:** The U.S. Department of Housing and Urban Development (HUD) provides annual funding for programs that serve or benefit low to moderate-income persons. The annual funding plan is part of the HUD Consolidated Plan process in which the City outlines specific activities to be funded through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs. The City submits an annual plan for each of the five years which are covered in the Five Year Consolidated Plan.

Based on guidance received from HUD, staff estimated a five percent reduction in all three funding categories and presented for City Council approval on May 14, 2013, an annual plan for FY 2013-2014 using those estimates. On May 30, 2013, HUD published final allocations and the City of Wichita received increases over the estimates in CDBG and HOME, and a decrease from the estimate for ESG. The final allocations are: CDBG - \$2,780,875 (an increase of \$339,612); HOME - \$1,227,906 (an increase of \$63,895); and ESG \$187,471 (a decrease of \$24,748).

**Analysis:** Using these projections, staff amended the original recommended allocation.

**Community Development Block Grant**

The following adjustments have been made in the **Capital Projects** and **Housing** categories.

Category	2012-2013 Allocation	2013 Preliminary Allocation	2013-14 Final Allocation
Demolition and Clearance of Dangerous and Unsafe Buildings	\$100,000	\$0	\$90,000
Sidewalks	\$75,000	\$0	\$0
Neighborhood Clean-ups	\$50,000	\$19,420	\$19,420
Housing Projects	\$915,313	\$915,313	\$1,128,075
<b>TOTAL</b>	<b>\$1,140,313</b>	<b>\$934,733</b>	<b>\$1,237,495</b>

Based on original estimates, no funds were recommended for demolition and clearance. The final HUD allocation increased the estimates and this activity is now recommended to receive \$90,000. The housing projects funding increase will go exclusively to home repair, resulting in services to 40 additional homes, from the waiting list which has over 340 names.

**Community Development Block Grant (cont'd)**

The following adjustments have been made in the **Public Services** category.

<b>Category</b>	<b>2012-2013 Allocation</b>	<b>2013 Preliminary Allocation</b>	<b>2013-14 Final Allocation</b>
Neighborhood Services	\$331,757	\$393,431	\$428,626
Housing and Community Services	\$118,593	\$163,788	\$78,593
Summer Youth Employment	\$139,095	\$171,650	<del>\$221,650</del> <b>\$188,177</b>
Women's Services	\$275,000	\$275,000	\$275,000
Youth Crime Prevention/Enrichment	\$125,000	\$125,000	\$125,000
<b>TOTAL</b>	<b>\$989,445</b>	<b>\$1,128,869</b>	<del><b>\$1,128,869</b></del> <b>\$1,095,396</b>

This recommendation will pay for neighborhood assistants in Districts I, III, IV, and VI; the increase will cover costs from July through December, 2013, for clerical support at the Neighborhood City Halls which were previously CSBG-funded. The increase in funding for Housing First program staff reflects actual costs of the program, without which there would have been a shortfall. Funds for job training for youth have been eliminated based on the new program model for the Career Development Office. These funds have been re-allocated to summer youth employment to increase the number of youth who can be hired in June, 2014, and to fund the clerical positions at the Neighborhood City Halls. Job training for youth will be administered through a CSBG-funded contract with a community provider. There were no changes to Women's Services and Youth Crime Prevention/Enrichment.

**Note: The 2013 Summer Youth Employment program total includes \$146,950 from the HUD final allocation and \$75,000 from unallocated funds which was approved by the City Council on May 14, 2013. On May 14, 2013 the City Council approved the 2013 Summer Youth Employment program total budget of \$221,650 which included \$146,950 from the HUD final allocation and \$75,000 from unallocated funds. A Request for Proposals (RFP) was issued for community agencies to propose summer youth employment programs for July and August, 2013 utilizing the unallocated funds. Proposals were received from the YMCA and The Salvation Army. The Grants Review Committee reviewed them on June 11, 2013 and recommended funding the YMCA for \$41,527 which will enable them to pay wages for 52 youth. The other proposal was not recommended for funding because the program focused on training and only provided two youth employment positions. The balance of the unallocated funds (\$33,473) will be reprogrammed at a later date.**

The following adjustments have been made in the **Program Administration** category.

<b>Category</b>	<b>2012-2013 Allocation</b>	<b>2013 Preliminary Allocation</b>	<b>2013-14 Final Allocation</b>
Program Management	\$355,000	\$370,418	\$400,000
Indirect Costs	\$54,993	\$52,243	\$59,511
Fair Housing Initiatives	\$5,000	\$5,000	\$5,000
Mandated Consolidated Plan Activities	\$25,000	\$25,000	\$25,000
<b>TOTAL</b>	<b>\$439,993</b>	<b>\$452,661</b>	<b>\$489,511</b>

Program management funding was increased to cover anticipated costs. Without this increase the program would have experienced a shortfall. The indirect cost allocation formula was applied to the new (increased) allocation. There were no changes to Fair Housing and Mandated Consolidated Plan activities. Shortfalls in staffing would have been resolved through furloughs.

## HOME Investment Partnerships Program

The increase of \$63,895 will be allocated to program administration, indirect costs and the deferred loan program, as indicated below:

Category	2012-13 Allocation	2013-14 Preliminary Allocation	2013-14 Revised Allocation
Program Administration (10% of allocation)	\$107,518	\$99,290	\$104,740
Indirect Costs	\$15,010	\$17,111	\$18,050
Deferred Loan Program	\$0	\$100,000	\$157,506
Operating Funds for CHDOs	\$50,000	\$50,000	\$50,000
HOME 80	\$429,286	\$383,014	\$383,014
Boarded Up House	\$100,000	\$100,000	\$100,000
Housing Development Loan Program	\$235,000	\$147,637	\$147,637
CHDO Set-Aside	\$288,461	\$266,959	\$266,959
<b>TOTAL</b>	<b>\$1,225,275</b>	<b>\$1,164,011</b>	<b>\$1,227,906</b>

The increase in program administration is consistent with the regulation which allows 10% of the allocation to be designated for this purpose and brings the budget closer to cost recovery. The increase in indirect costs is based applying the percentage to an increased allocation. Funds for the deferred loan program will result in four and possibly five homes receiving this resource. No other HOME funded categories were changed.

### Emergency Solutions Grant (ESG) Funds

The ESG program prioritizes permanent housing solutions for the homeless or for persons at serious, imminent risk of becoming homeless, with a reduced focus on emergency shelter and street outreach. The legislation which created this program caps expenditures for shelter and outreach activities at 60% of the annual allocation. Based on this requirement, staff developed a budget with allocations by categories.

The final HUD allocation reduced the total amount available for the ESG program. The following table has been adjusted from the original allocation to reflect the reduction of \$24,748 from staff estimates.

Category	2012-2013 Allocation	2013-2014 Preliminary Allocation	2013-2014 Revised Allocation
Emergency Shelter and Outreach	\$133,159	\$127,331	\$112,483
Homelessness Prevention, Rapid Re-Housing and Homeless Management Information System	\$73,475	\$68,972	\$60,928
Indirect Costs	\$5,585	\$5,305	\$4,687
Administration	\$11,169	\$10,611	\$9,373
<b>TOTAL</b>	<b>\$223,388</b>	<b>\$212,219</b>	<b>\$187,471</b>

Homeless assistance activities, prevention and re-housing activities will be implemented by an external provider identified through a Request for Proposal, and/or in conjunction with Housing First program activities.

**Financial Considerations:** HOME funds require a 25% non-federal match, which the Housing and Community Services meets through creative partnerships with community agencies and therefore General Fund match support has not been required.

**Legal Considerations:** The Law Department has approved the documents associated with this action as to form.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and authorize submission of the Amended 2013-2014 Fifth Program Year Action Plan for Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Funds to the U.S. Department of Housing and Urban Development (HUD), and authorize necessary signatures, agreements and contracts.

**Attachments:**

2013-14 Fifth Program Year Allocation Spreadsheet-Revised  
Action Plan Narrative-Revised  
SF 424 and Certifications-Revised

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 6-18-13										
<b>CDBG - CAPITAL</b>										
	<b>COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition</b>	<b>2011-2012 COUNCIL ALLOCATION</b>	<b>2012-13 COUNCIL ALLOCATION</b>	<b>2013-14 PRELIMINARY RECOMMENDATION</b>	<b>2013-14 COUNCIL APPROVAL 5-14-13</b>	<b>2013-14 REVISED RECOMMENDATION</b>				
	Public Works & Utilities	\$0	\$75,000	\$0	\$0	\$0				
	Street or Sidewalk Repair									
	<b>Metropolitan Area Building &amp; Construction Department</b>	\$150,000	\$100,000	\$0	\$0	\$90,000				
	Demolition and Clearance of Dangerous and Unsafe Buildings									
	<b>Total - Capital Projects</b>	<b>\$150,000</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90,000</b>				
<b>CDBG - HOUSING</b>										
	<b>COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities</b>	<b>2011-2012 COUNCIL ALLOCATION</b>	<b>2012-13 COUNCIL ALLOCATION</b>	<b>2013-14 PRELIMINARY RECOMMENDATION</b>	<b>2013-14 COUNCIL APPROVAL 5-14-13</b>	<b>2013-14 REVISED RECOMMENDATION</b>				
	Neighborhood Clean-ups	\$50,000	\$50,000	\$19,420	\$19,420	\$19,420				
	<b>Housing and Community Services</b>									
	- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.	\$425,908	\$369,091	\$369,091	\$369,091	\$369,091				
	Amount from Annual Allocation	\$346,908								
	Amount from Prior Year Unallocated	\$79,000								
	- Home Repair	\$664,467	\$546,222	\$546,222	\$546,222	\$758,984				
	- Rental Housing Loan Program	\$0	\$0	\$0	\$0	\$0				
	<b>Total - Housing Projects</b>	<b>\$1,140,375</b>	<b>\$965,313</b>	<b>\$934,733</b>	<b>\$934,733</b>	<b>\$1,147,495</b>				
<b>CDBG - NEIGHBORHOOD INITIATIVES</b>										
	<b>COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization</b>	<b>2011-2012 COUNCIL ALLOCATION</b>	<b>2012-13 COUNCIL ALLOCATION</b>	<b>2013-14 PRELIMINARY RECOMMENDATION</b>	<b>2013-14 COUNCIL APPROVAL 5-14-13</b>	<b>2013-14 REVISED RECOMMENDATION</b>				
	Funds Available for Reallocation	\$321,000	\$0	\$0	\$0	\$0				
	<b>Total - Neighborhood Initiatives</b>	<b>\$321,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 6-18-13						
CDBG - PUBLIC SERVICES						
	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 PRELIMINARY RECOMMENDATION	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 REVISED RECOMMENDATION	
<b>COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is \$1,163,310</b>						
<b>City Manager's Office Total Allocation</b>	<b>\$333,132</b>	<b>\$331,757</b>	<b>\$393,431</b>	<b>\$393,431</b>	<b>\$428,626</b>	
- Neighborhood Assistance Program						
Amount from Annual Allocation	\$305,000	\$331,757	\$393,431	\$393,431	\$428,626	
Amount from Prior Year Unallocated	\$28,132	\$0	\$0	\$0	\$0	
Neighborhood Services Supervisor	\$28,132	\$0	\$0	\$0	\$0	
Atwater	\$71,837	\$0	\$0	\$0	TBD	
Colvin	\$82,488	\$0	\$0	\$0	TBD	
Evergreen	\$78,071	\$0	\$0	\$0	TBD	
Stanley	\$72,604	\$0	\$0	\$0	TBD	
<b>Housing and Community Services</b>	<b>\$50,000</b>	<b>\$118,593</b>	<b>\$163,788</b>	<b>\$163,788</b>	<b>\$78,593</b>	
- Housing First Project Coordinator	\$50,000	\$68,593	\$68,593	\$68,593	\$78,593	
- Job Training	\$0	\$50,000	\$95,195	\$95,195	\$0	
<b>RFP Women's Services</b>	<b>\$275,000</b>	<b>\$275,000</b>	<b>\$275,000</b>	<b>\$275,000</b>	<b>\$275,000</b>	
- Catholic Charities, Inc. - Harbor House	\$125,125	\$110,000	\$105,036	\$105,036	\$105,036	
- StepStone, Inc. Counseling and Support Groups	\$0	\$26,000	\$26,000	\$26,000	\$26,000	
- YWCA of Wichita - Women's Crisis Center/Safehouse	\$149,875	\$139,000	\$143,964	\$143,964	\$143,964	
<b>RFP Youth Crime Prevention and Enrichment</b>	<b>\$174,220</b>	<b>\$125,000</b>	<b>\$125,000</b>	<b>\$125,000</b>	<b>\$125,000</b>	
- YMCA - Middle School After School	\$104,253	\$104,000	\$101,907	\$101,907	\$101,907	
- BBBS Leaders, Achievers, and Winners (LAW) Camp	\$0	\$0	\$0	\$0	\$0	
- Boys & Girls Clubs	\$25,000	\$0	\$0	\$0	\$0	
- Hope Street	\$0	\$0	\$0	\$0	\$0	
- Rainbows United	\$38,472	\$21,000	\$23,093	\$23,093	\$23,093	
- Urban League	\$0	\$0	\$0	\$0	\$0	
- Wichita Dream Center	\$6,495	\$0	\$0	\$0	\$0	
<b>Summer Youth Employment</b>	<b>\$199,364</b>	<b>\$139,095</b>	<b>\$96,650</b>	<b>\$171,650</b>	<b>\$221,650</b>	
Amount from Annual Allocation	\$100,000	\$139,095	\$0	\$96,650	\$146,650	
Amount from Prior Year Unallocated	\$99,364	\$0	\$0	\$75,000	\$75,000	
- Saint Mark United Methodist - Life in Action	\$0	\$0	\$0	\$0	\$0	
- YMCA - Job Prep	\$199,364	\$0	\$0	\$0	\$0	
<b>Total - Public Services</b>	<b>\$1,031,716</b>	<b>\$989,445</b>	<b>\$1,053,869</b>	<b>\$1,128,869</b>	<b>\$1,128,869</b>	
* This amount includes \$28,132 from prior year unallocated funds						
** This amount includes \$99,364 from prior year unallocated funds						
***This amount includes a total of \$127,496 from prior year unallocated funds						
****This amount includes a total of \$42,445 from unexpended 12-13PY Indirect funds						
<b>CDBG - PROGRAM ADMINISTRATION</b>						
	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 PRELIMINARY RECOMMENDATION	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 REVISED RECOMMENDATION	
<b>COMMUNITY DEVELOPMENT BLOCK GRANT Program Administration - CAP is \$488,252</b>						
<b>Housing and Community Services</b>	<b>\$446,480</b>	<b>\$414,993</b>	<b>\$427,661</b>	<b>\$427,661</b>	<b>\$464,511</b>	
- CDBG Indirect Costs	\$118,660	\$54,993	\$52,243	\$52,243	\$59,511	
- CDBG Program Management Total Allocation	\$322,820	\$355,000	\$370,418	\$370,418	\$400,000	
- Fair Housing Initiatives	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
<b>Planning Department</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	
- Mandated Consolidated Plan Activities						
<b>Total - Planning and Admin.</b>	<b>\$471,480</b>	<b>\$439,993</b>	<b>\$452,661</b>	<b>\$452,661</b>	<b>\$489,511</b>	
<b>UNALLOCATED TOTAL</b>	<b>\$527,496</b>	<b>\$0</b>	<b>\$0</b>	<b>75,000</b>	<b>75,000</b>	
<b>ANNUAL ALLOCATION - CDBG</b>	<b>\$2,579,615</b>	<b>\$2,569,751</b>	<b>\$2,441,263</b>	<b>\$2,441,263</b>	<b>\$2,780,875</b>	
<b>GRAND TOTAL - CDBG</b>	<b>\$3,114,571</b>	<b>\$2,569,751</b>	<b>\$2,441,263</b>	<b>\$2,516,263</b>	<b>\$2,855,875</b>	



2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 6-18-13						
ESG PROJECTS						
	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2013-14 REVISED RECOMMENDATION	2013-14 REVISED RECOMMENDATION
	<b>Emergency Shelter Grant - Final Allocation</b>	<b>\$125,133</b>	<b>\$124,982</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
RFP	<b>Essential Services - Maximum Allocation (30%)</b>	<b>\$37,540</b>	<b>\$32,286</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	- Catholic Charities - Anthony Family Shelter	\$6,238	\$6,277	\$0	\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn	\$0	\$869	\$0	\$0	\$0
	- Inter-Faith Ministries - Safe Haven	\$1,046	\$0	\$0	\$0	\$0
	- Salvation Army - Emergency Lodge	\$0	\$0	\$0	\$0	\$0
	- United Methodist Open Door	\$30,256	\$25,140	\$0	\$0	\$0
RFP	<b>Maintenance and Operations</b>	<b>\$81,463</b>	<b>\$66,591</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	- Catholic Charities - Anthony Family Shelter	\$23,530	\$18,457	\$0	\$0	\$0
	- Catholic Charities - Harbor House	\$10,678	\$8,870	\$0	\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn	\$23,410	\$19,451	\$0	\$0	\$0
	- Inter-Faith Ministries - Safe Haven	\$0	\$0	\$0	\$0	\$0
	- Salvation Army - Emergency Lodge	\$19,552	\$16,246	\$0	\$0	\$0
	- YWCA - Women's Crisis Center	\$4,293	\$3,567	\$0	\$0	\$0
RFP	<b>Homeless Prevention - Maximum Allocation (30%)</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	- Center of Hope - Rent Assistance	\$0	\$20,000	\$0	\$0	\$0
	<b>Administration - Maximum Allocation (5%)</b>	<b>\$6,130</b>	<b>\$6,105</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	- Housing & Community Services Department - ESG Administration	\$6,130	\$4,730	\$0	\$0	\$0
	- City Indirect Cost	\$0	\$1,375	\$0	\$0	\$0
	<b>TOTAL EMERGENCY SHELTER GRANT</b>	<b>\$125,133</b>	<b>\$124,982</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	*Includes \$29 unspent prior year funds					
	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 REVISED RECOMMENDATION	2013-14 REVISED RECOMMENDATION
	<b>Emergency Solutions Grant - Final Allocation</b>	<b>\$0</b>	<b>\$70,331</b>	<b>\$223,388</b>	<b>\$212,219</b>	<b>\$187,471</b>
	<b>Homeless Assistance Maximum Allocation (60%)</b>	<b>\$0</b>	<b>\$20,126</b>	<b>\$133,159</b>	<b>\$127,331</b>	<b>\$112,483</b>
RFP	<b>Emergency Shelter</b>				<b>TBD</b>	<b>TBD</b>
	- Catholic Charities - Harbor House	\$0	\$15,125	\$15,000	\$0	\$0
	- Catholic Charities - St. Anthony Family Shelter	\$0	\$0	\$25,000	\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn	\$0	\$0	\$21,500	\$0	\$0
	- The Salvation Army - Homeless Services	\$0	\$0	\$25,000	\$0	\$0
	- United Methodist Open Door - Homeless Resource Center	\$0	\$0	\$35,000	\$0	\$0
	- YWCA Women's Crisis Center	\$0	\$5,001	\$11,659	\$0	\$0
	<b>Homeless Prevention &amp; Rapid Re-Housing</b>		<b>\$41,029</b>	<b>\$71,975</b>	<b>\$68,972</b>	<b>\$60,928</b>
	- Homelessness Prevention	\$0	\$24,629	\$43,535	TBD	TBD
	- Center of Hope - Rent Assistance	\$0	\$24,629	\$43,535		
	- Rapid Re-Housing	\$0	\$16,400	\$28,440	TBD	TBD
	- City of Wichita - Housing and Community Services	\$0	\$16,400	\$28,440		
	<b>Homeless Management Information System (HMIS)</b>	<b>\$0</b>	<b>\$635</b>	<b>\$1,500</b>	<b>TBD</b>	<b>TBD</b>
	- United Way of the Plains	\$0	\$635	\$1,500		
	<b>Administration - Maximum Allocation (7.5% of total Award)</b>	<b>\$0</b>	<b>\$8,541</b>	<b>\$16,754</b>	<b>\$15,916</b>	<b>\$14,060</b>
	- Housing & Community Services Department - ESG Administration	\$0	\$5,026	\$11,169	\$0	\$9,373
	- City Indirect Cost	\$0	\$3,515	\$5,585	\$0	\$4,687
	<b>TOTAL EMERGENCY SOLUTIONS GRANT</b>	<b>\$0</b>	<b>\$70,331</b>	<b>\$223,388</b>	<b>\$212,219</b>	<b>\$187,471</b>
	<b>GRAND TOTAL</b>	<b>\$125,133</b>	<b>\$195,313</b>	<b>\$223,388</b>	<b>\$212,219</b>	<b>\$187,471</b>

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 6-18-13						
<b>CDBG - CAPITAL</b>						
	<b>COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition</b>	<b>2011-2012 COUNCIL ALLOCATION</b>	<b>2012-13 COUNCIL ALLOCATION</b>	<b>2013-14 PRELIMINARY RECOMMENDATION</b>	<b>2013-14 COUNCIL APPROVAL 5-14-13</b>	<b>2013-14 REVISED RECOMMENDATION</b>
	Public Works & Utilities	\$0	\$75,000	\$0	\$0	\$0
	Street or Sidewalk Repair					
	<b>Metropolitan Area Building &amp; Construction Department</b>	\$150,000	\$100,000	\$0	\$0	\$90,000
	Demolition and Clearance of Dangerous and Unsafe Buildings					
	<b>Total - Capital Projects</b>	<b>\$150,000</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90,000</b>
<b>CDBG - HOUSING</b>						
	<b>COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities</b>	<b>2011-2012 COUNCIL ALLOCATION</b>	<b>2012-13 COUNCIL ALLOCATION</b>	<b>2013-14 PRELIMINARY RECOMMENDATION</b>	<b>2013-14 COUNCIL APPROVAL 5-14-13</b>	<b>2013-14 REVISED RECOMMENDATION</b>
	Neighborhood Clean-ups	\$50,000	\$50,000	\$19,420	\$19,420	\$19,420
	<b>Housing and Community Services</b>					
	- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.	\$425,908	\$369,091	\$369,091	\$369,091	\$369,091
	Amount from Annual Allocation	\$346,908				
	Amount from Prior Year Unallocated	\$79,000				
	- Home Repair	\$664,467	\$546,222	\$546,222	\$546,222	\$758,984
	- Rental Housing Loan Program	\$0	\$0	\$0	\$0	\$0
	<b>Total - Housing Projects</b>	<b>\$1,140,375</b>	<b>\$965,313</b>	<b>\$934,733</b>	<b>\$934,733</b>	<b>\$1,147,495</b>
<b>CDBG - NEIGHBORHOOD INITIATIVES</b>						
	<b>COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization</b>	<b>2011-2012 COUNCIL ALLOCATION</b>	<b>2012-13 COUNCIL ALLOCATION</b>	<b>2013-14 PRELIMINARY RECOMMENDATION</b>	<b>2013-14 COUNCIL APPROVAL 5-14-13</b>	<b>2013-14 REVISED RECOMMENDATION</b>
	Funds Available for Reallocation	\$321,000	\$0	\$0	\$0	\$0
	<b>Total - Neighborhood Initiatives</b>	<b>\$321,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 6-18-13						
CDBG - PUBLIC SERVICES						
	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 PRELIMINARY RECOMMENDATION	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 REVISED RECOMMENDATION	
<b>COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is \$1,163,310</b>						
<b>City Manager's Office Total Allocation</b>	<b>\$333,132</b> *	<b>\$331,757</b>	<b>\$393,431</b>	<b>\$393,431</b>	<b>\$428,626</b>	
- Neighborhood Assistance Program						
Amount from Annual Allocation	\$305,000	\$331,757	\$393,431	\$393,431	\$428,626	
Amount from Prior Year Unallocated	\$28,132	\$0	\$0	\$0	\$0	
Neighborhood Services Supervisor	\$28,132	\$0	\$0	\$0	\$0	
Atwater	\$71,837	\$0	\$0	\$0	TBD	
Colvin	\$82,488	\$0	\$0	\$0	TBD	
Evergreen	\$78,071	\$0	\$0	\$0	TBD	
Stanley	\$72,604	\$0	\$0	\$0	TBD	
<b>Housing and Community Services</b>	<b>\$50,000</b>	<b>\$118,593</b>	<b>\$163,788</b>	<b>\$163,788</b>	<b>\$78,593</b>	
- Housing First Project Coordinator	\$50,000	\$68,593	\$68,593	\$68,593	\$78,593	
- Job Training	\$0	\$50,000	\$95,195	\$95,195	\$0	
<b>RFP Women's Services</b>	<b>\$275,000</b>	<b>\$275,000</b>	<b>\$275,000</b>	<b>\$275,000</b>	<b>\$275,000</b>	
- Catholic Charities, Inc. - Harbor House	\$125,125	\$110,000	\$105,036	\$105,036	\$105,036	
- StepStone, Inc. Counseling and Support Groups	\$0	\$26,000	\$26,000	\$26,000	\$26,000	
- YWCA of Wichita - Women's Crisis Center/Safehouse	\$149,875	\$139,000	\$143,964	\$143,964	\$143,964	
<b>RFP Youth Crime Prevention and Enrichment</b>	<b>\$174,220</b>	<b>\$125,000</b>	<b>\$125,000</b>	<b>\$125,000</b>	<b>\$125,000</b>	
- YMCA - Middle School After School	\$104,253	\$104,000	\$101,907	\$101,907	\$101,907	
- BBBS Leaders, Achievers, and Winners (LAW) Camp	\$0	\$0	\$0	\$0	\$0	
- Boys & Girls Clubs	\$25,000	\$0	\$0	\$0	\$0	
- Hope Street	\$0	\$0	\$0	\$0	\$0	
- Rainbows United	\$38,472	\$21,000	\$23,093	\$23,093	\$23,093	
- Urban League	\$0	\$0	\$0	\$0	\$0	
- Wichita Dream Center	\$6,495	\$0	\$0	\$0	\$0	
<b>Summer Youth Employment</b>	<b>\$199,364</b> **	<b>\$139,095</b> ****	<b>\$96,650</b>	<b>\$171,650</b>	<b>\$188,177</b>	
Amount from Annual Allocation	\$100,000	\$139,095	\$0	\$96,650	\$146,650	
Amount from Prior Year Unallocated	\$99,364	\$0	\$0	\$75,000	\$41,527	
- Saint Mark United Methodist - Life in Action	\$0	\$0	\$0	\$0	\$0	
- YMCA - Job Prep	\$199,364	\$0	\$0	\$0	\$41,527	
<b>Total - Public Services</b>	<b>\$1,031,716</b> ***	<b>\$989,445</b> ****	<b>\$1,053,869</b>	<b>\$1,128,869</b>	<b>\$1,095,396</b>	
* This amount includes \$28,132 from prior year unallocated funds						
** This amount includes \$99,364 from prior year unallocated funds						
***This amount includes a total of \$127,496 from prior year unallocated funds						
****This amount includes a total of \$42,445 from unexpended 12-13PY Indirect funds						
<b>CDBG - PROGRAM ADMINISTRATION</b>						
	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 PRELIMINARY RECOMMENDATION	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 REVISED RECOMMENDATION	
<b>COMMUNITY DEVELOPMENT BLOCK GRANT Program Administration - CAP is \$488,252</b>						
<b>Housing and Community Services</b>	<b>\$446,480</b>	<b>\$414,993</b>	<b>\$427,661</b>	<b>\$427,661</b>	<b>\$464,511</b>	
- CDBG Indirect Costs	\$118,660	\$54,993	\$52,243	\$52,243	\$59,511	
- CDBG Program Management Total Allocation	\$322,820	\$355,000	\$370,418	\$370,418	\$400,000	
- Fair Housing Initiatives	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
<b>Planning Department</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	
- Mandated Consolidated Plan Activities						
<b>Total - Planning and Admin.</b>	<b>\$471,480</b>	<b>\$439,993</b>	<b>\$452,661</b>	<b>\$452,661</b>	<b>\$489,511</b>	
<b>UNALLOCATED TOTAL</b>	<b>\$527,496</b>	<b>\$0</b>	<b>\$0</b>	<b>75,000</b>	<b>41,527</b>	
<b>ANNUAL ALLOCATION - CDBG</b>	<b>\$2,579,615</b>	<b>\$2,569,751</b>	<b>\$2,441,263</b>	<b>\$2,441,263</b>	<b>\$2,780,875</b>	
<b>GRAND TOTAL - CDBG</b>	<b>\$3,114,571</b>	<b>\$2,569,751</b>	<b>\$2,441,263</b>	<b>\$2,516,263</b>	<b>\$2,822,402</b>	

<b>2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 6-18-13</b>						
<b>HOME PROJECTS</b>						
<b>HOME INVESTMENT PARTNERSHIPS PROGRAM HOME Activities</b>	<b>2011-2012 COUNCIL ALLOCATION</b>	<b>2012-13 COUNCIL ALLOCATION</b>	<b>2013-14 PRELIMINARY RECOMMENDATION</b>	<b>2013-14 COUNCIL APPROVAL 5-14-13</b>	<b>2013-14 REVISED RECOMMENDATION</b>	
HOME Investment Partnerships Administration	\$148,563	\$107,518	\$99,290	\$99,290	\$104,740	
HOME Indirect Costs	\$11,959	\$15,010	\$17,111	\$17,111	\$18,050	
HOME Operating Funds for CHDO's	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Operating Funds-Power CDC						
Operating Funds-MHRS						
HOMEownership 80 Program	\$647,001	\$429,286	\$383,014	\$383,014	\$383,014	
Boarded-up House Program	\$200,000	\$100,000	\$100,000	\$100,000	\$100,000	
Housing Development Loan Program	\$247,706	\$235,000	\$147,637	\$147,637	\$147,637	
Deferred Loan Program	\$0	\$0	\$100,000	\$100,000	\$157,506	
<b>Total HOME Projects</b>	<b>\$1,305,229</b>	<b>\$936,814</b>	<b>\$897,052</b>	<b>\$897,052</b>	<b>\$960,947</b>	
<b>HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects</b>	<b>2011-2012 COUNCIL ALLOCATION</b>	<b>2012-13 COUNCIL ALLOCATION</b>	<b>2013-14 PRELIMINARY RECOMMENDATION</b>	<b>2013-14 COUNCIL APPROVAL 5-14-13</b>	<b>2013-14 REVISED RECOMMENDATION</b>	
<b>CHDO Set Aside - Total Allocation</b>	<b>\$339,049 *</b>	<b>\$288,461</b>	<b>\$266,959</b>	<b>\$266,959</b>	<b>\$266,959</b>	
Amount from Annual Allocation	\$300,000	\$288,461				
Amount from Prior Year Unallocated	\$39,049	\$0				
Mennonite Housing Rehab Services (MHRS) - Single Family Home Development	\$176,144	\$149,270	\$175,000	\$175,000	\$175,000	
Power CDC - Single Family Home Development	\$162,905	\$130,730	\$91,959	\$91,959	\$91,959	
Universal Design	\$0	\$8,461	\$0	\$0	\$0	
Unallocated CHDO Set Aside Funding	\$0	\$0	\$0	\$0	\$0	
<b>Total CHDO Set Aside Projects</b>	<b>\$339,049</b>	<b>\$288,461</b>	<b>\$266,959</b>	<b>\$266,959</b>	<b>\$266,959</b>	
<b>Subtotal - HOME &amp; CHDO Set Aside Projects</b>						
<i>*This amount includes \$39,049.22 re-allocated from prior year unspent CHDO funds</i>						
<b>UNALLOCATED TOTAL</b>	<b>\$39,049 *</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>ANNUAL ALLOCATION - HOME</b>	<b>\$1,605,229</b>	<b>\$1,225,275</b>	<b>\$1,164,011</b>	<b>\$1,164,011</b>	<b>\$1,227,906</b>	
<b>GRAND TOTAL - HOME</b>	<b>\$1,644,278</b>	<b>\$1,225,275</b>	<b>\$1,164,011</b>	<b>\$1,164,011</b>	<b>\$1,227,906</b>	

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 6-18-13						
ESG PROJECTS						
	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 REVISED RECOMMENDATION
	<b>Emergency Shelter Grant - Final Allocation</b>	<b>\$125,133</b>	<b>\$124,982</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
RFP	<b>Essential Services - Maximum Allocation (30%)</b>	<b>\$37,540</b>	<b>\$32,286</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	- Catholic Charities - Anthony Family Shelter	\$6,238	\$6,277	\$0	\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn	\$0	\$869	\$0	\$0	\$0
	- Inter-Faith Ministries - Safe Haven	\$1,046	\$0	\$0	\$0	\$0
	- Salvation Army - Emergency Lodge	\$0	\$0	\$0	\$0	\$0
	- United Methodist Open Door	\$30,256	\$25,140	\$0	\$0	\$0
RFP	<b>Maintenance and Operations</b>	<b>\$81,463</b>	<b>\$66,591</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	- Catholic Charities - Anthony Family Shelter	\$23,530	\$18,457	\$0	\$0	\$0
	- Catholic Charities - Harbor House	\$10,678	\$8,870	\$0	\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn	\$23,410	\$19,451	\$0	\$0	\$0
	- Inter-Faith Ministries - Safe Haven	\$0	\$0	\$0	\$0	\$0
	- Salvation Army - Emergency Lodge	\$19,552	\$16,246	\$0	\$0	\$0
	- YWCA - Women's Crisis Center	\$4,293	\$3,567	\$0	\$0	\$0
RFP	<b>Homeless Prevention - Maximum Allocation (30%)</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	- Center of Hope - Rent Assistance	\$0	\$20,000	\$0	\$0	\$0
	<b>Administration - Maximum Allocation (5%)</b>	<b>\$6,130</b>	<b>\$6,105</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	- Housing & Community Services Department - ESG Administration	\$6,130	\$4,730	\$0	\$0	\$0
	- City Indirect Cost	\$0	\$1,375	\$0	\$0	\$0
	<b>TOTAL EMERGENCY SHELTER GRANT</b>	<b>\$125,133</b>	<b>\$124,982</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	*Includes \$29 unspent prior year funds					
	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 REVISED RECOMMENDATION	2013-14 REVISED RECOMMENDATION
	<b>Emergency Solutions Grant - Final Allocation</b>	<b>\$0</b>	<b>\$70,331</b>	<b>\$223,388</b>	<b>\$212,219</b>	<b>\$187,471</b>
	<b>Homeless Assistance Maximum Allocation (60%)</b>	<b>\$0</b>	<b>\$20,126</b>	<b>\$133,159</b>	<b>\$127,331</b>	<b>\$112,483</b>
RFP	<b>Emergency Shelter</b>				<b>TBD</b>	<b>TBD</b>
	- Catholic Charities - Harbor House	\$0	\$15,125	\$15,000	\$0	\$0
	- Catholic Charities - St. Anthony Family Shelter	\$0	\$0	\$25,000	\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn	\$0	\$0	\$21,500	\$0	\$0
	- The Salvation Army - Homeless Services	\$0	\$0	\$25,000	\$0	\$0
	- United Methodist Open Door - Homeless Resource Center	\$0	\$0	\$35,000	\$0	\$0
	- YWCA Women's Crisis Center	\$0	\$5,001	\$11,659	\$0	\$0
	<b>Homeless Prevention &amp; Rapid Re-Housing</b>		<b>\$41,029</b>	<b>\$71,975</b>	<b>\$68,972</b>	<b>\$60,928</b>
	- Homelessness Prevention	\$0	\$24,629	\$43,535	TBD	TBD
	- Center of Hope - Rent Assistance	\$0	\$24,629	\$43,535		
	- Rapid Re-Housing	\$0	\$16,400	\$28,440	TBD	TBD
	- City of Wichita - Housing and Community Services	\$0	\$16,400	\$28,440		
	<b>Homeless Management Information System (HMIS)</b>	<b>\$0</b>	<b>\$635</b>	<b>\$1,500</b>	<b>TBD</b>	<b>TBD</b>
	- United Way of the Plains	\$0	\$635	\$1,500		
	<b>Administration - Maximum Allocation (7.5% of total Award)</b>	<b>\$0</b>	<b>\$8,541</b>	<b>\$16,754</b>	<b>\$15,916</b>	<b>\$14,060</b>
	- Housing & Community Services Department - ESG Administration	\$0	\$5,026	\$11,169	\$0	\$9,373
	- City Indirect Cost	\$0	\$3,515	\$5,585	\$0	\$4,687
	<b>TOTAL EMERGENCY SOLUTIONS GRANT</b>	<b>\$0</b>	<b>\$70,331</b>	<b>\$223,388</b>	<b>\$212,219</b>	<b>\$187,471</b>
	<b>GRAND TOTAL</b>	<b>\$125,133</b>	<b>\$195,313</b>	<b>\$223,388</b>	<b>\$212,219</b>	<b>\$187,471</b>

Wichita, Kansas  
June 17, 2013  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

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

Minutes of the regular meeting dated June 10, 2013 were read and on motion approved.

Bids were opened June 14, 2013, pursuant to advertisements published on:

**2013 Contract Maintenance KLINK Hot in Place Resurfacing E Kellogg, Webb to Greenwich (north of Harry Street, east of Rock Rd) (472-85075/54-87U-0104-01/707038/636246/620631/ 133116/211503/771633/663006/133116) Traffic to be maintained during construction using flagpersons and barricades. (District II)**

Cutler Repaving - \$515,816.80

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 & UTILITIES DEPARTMENT/FLEET & FACILITIES  
DIVISION: Riding Front Deck Mower.**

Defer one week

**PUBLIC WORKS & UTILITIES DEPARTMENT/SEWAGE TREATMENT  
DIVISION: Sodium Hypochlorite.**

Brenntag Southwest Inc.\* - \$18,301.00

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS & UTILITIES DEPARTMENT/ENGINEERING &  
ARCHITECTURE DIVISION: Demolition and Site Clearance, E Pike Building.**

National Builders Inc. - \$48,000.00

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.

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Martha Strayer, Administrative Assistant,  
Department of Public Works

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Janis Edwards CMC  
Deputy City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: June 17, 2013

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**June 14, 2013

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

Cutler Repaving

**\$515,816.80****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**June 14, 2013Riding Front Deck Mower – Public Works & Utilities Department/Fleet & Facilities Division  
(Defer to June 24, 2013)

Sodium Hypochlorite – Public Works &amp; Utilities Department/Sewage Treatment Division

Brenntag Southwest, Inc.

Sodium Hypochlorite (Bulk Delivery) (Per Gallon)

**\$1.43**

Sodium Hypochlorite (55 Gal. Drums) (Per Gallon)

**\$1.60**

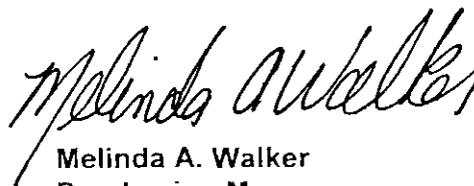
Sodium Hypochlorite (15 Gal. Drums) (Per Gallon)

**\$4.45**Demolition and Site Clearance, E. Pike Building, 453 S. Webb Road – Public Works & Utilities  
Department/Engineering & Architecture Division

National Builders, Inc.

**\$48,000.00**

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


Melinda A. Walker  
Purchasing Manager





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

**Vendor Group Line**

Solicitation: **FB340102**   Riding Front Deck Mower

Close Date/Time: 6/14/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

[Return to the Bid List](#)

Award Method: **Aggregate Cost**

Department: **Public Works Fleet & Facilities**

Responses: **5**

Vendors	Complete	Bid Total	City Comments
<a href="#">PROFESSIONAL TURF PRODUCTS LP</a>	Complete	\$72,095.00	Defer to 06/24/2013 Public Works & Utilities Department/Fleet & Facilities Division
<a href="#">KANSAS GOLF AND TURF INC</a>	Complete	\$77,515.00	
<a href="#">UNITED PROCUREMENT LP</a>	Complete	\$87,544.00	
<a href="#">PRAIRIELAND PARTNERS INC.</a>	Complete	\$88,238.00	
<a href="#">ANDOVER AUTO PARTS INC</a>	In-Complete	\$0.00	

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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: FB340103      Sodium Hypochlorite**

**Close Date/Time: 6/14/2013 10:00 AM CST**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Aggregate Cost**

**Department: Water Sewage Treatment Division**

**Responses: 1**

Vendors	Complete	Bid Total	City Comments
<u><a href="#">BRENNTAG SOUTHWEST INC</a></u>	Complete	\$18,301.00	Award 06/18/2013 Public Works & Utilities Department/Sewage Treatment Division

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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: **FB340103**   Sodium Hypochlorite

Close Date/Time: 6/14/2013 10:00 AM CST

**Solicitation Type: Formal Bid**

[Return to the Bid List](#)

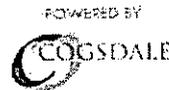
**Award Method: Aggregate Cost**

**Department: Water Sewage Treatment Division**

**Responses: 1**

Go to: 001

Line	Description	Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<b>Line 001</b>	Sodium Hypochlorite (Bulk Delivery) F.O.B.- Sewage Treatment Plant #2 2305 E. 57th St. South Wichita, Kansas 67216							
		BRENNTAG SOUTHWEST INC	10000	Gallon	\$1.4300	\$14,300.00	Complete	320 gallon pump off totes per your specifications. Brenntag Product # 205672
								<a href="#">Top of the Page</a>
<b>Line 002</b>	Sodium Hypochlorite (55 Gallon Drum Delivery) F.O.B.- Well Field 6016 S. Spring Lake Road Wichita, Kansas 67056							
		BRENNTAG SOUTHWEST INC	2000	Gallon	\$1.6000	\$3,200.00	Complete	55 gallon poly drum-returnable, per your specification Brenntag Product # 343062
								<a href="#">Top of the Page</a>
<b>Line 003</b>	15 gal. drums to be delivered F.O.B.- Sewage Treatment Plant #2 2305 E. 57th St. South Wichita, Kansas 67216							
		BRENNTAG SOUTHWEST INC	180	Each	\$4.4500	\$801.00	Complete	15 gallon non returnable carboy, per your specification Brenntag Product # 497765
								<a href="#">Top of the Page</a>





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: FB340108 Demolition and Site Clearance Close Date/Time: 6/14/2013 10:00 AM CST

Solicitation Type: Formal Bid Award Method: Aggregate Cost Department: Public Works & Utilities Return to the Bid List Responses: 4

Table with 4 columns: Vendors, Complete, Bid Total, City Comments. Rows include NATIONAL BUILDERS INC, BUTLER COUNTY BACKHOE SERVICE, GATOR INDUSTRIAL, LLC, and H D MILLS AND SONS INC.

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**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL JUNE 18, 2013**

- a. Lateral 433, Four Mile Creek Sewer to serve Frontgate Addition (south of Central, west of 127th Street East) (468-84879/744350/480042) Does not affect existing traffic. (District II) - \$155,000.00
- b. Storm Water Drain #387 to serve Frontgate Addition (south of Central, west of 127th Street East) (468-84880/751517/485408) Does not affect existing traffic. (District II) - \$343,000.00
- c. Water Distribution System to serve Frontgate Addition (south of Central, west of 127th Street East) (448-90592/735488/470161) Does not affect existing traffic. (District II) - \$97,000.00

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Amendment to Agreement for Kellogg, 151<sup>st</sup> Street West to Mid-Continent (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the amendment.

**Background:** On June 10, 1997, the City Council approved an agreement with Professional Engineering Consultants (PEC) to begin preliminary design work for the expansion of Kellogg to a freeway, from Mid-Continent Road to 151<sup>st</sup> Street West. The City Council subsequently approved six supplemental agreements increasing the scope of services.

**Analysis:** PEC has submitted an amendment to the original agreement and all six supplemental agreements which adds language required by the Kansas Department of Transportation (KDOT). Changes include designation of KDOT as a third party beneficiary, revised deadlines for plans, and the requirement of PEC to submit progress reports as requested by the City. Additions provided by the amendment are required as KDOT is administering the state and federal funding for this project. The scope of work will not be changed by this amendment.

**Financial Considerations:** Financial considerations remain as previously approved.

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

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

**Attachment:** Amendment to Agreement.

AMENDMENT TO AGREEMENT

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

WEST KELLOGG, 151<sup>ST</sup> TO MID-CONTINENT

THIS AMENDMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY amends the Agreement, dated June 10, 1997, and the subsequent Supplemental Agreements No. 1 through No. 6, to include the following language as required by the Kansas Department of Transportation (KDOT).

I. SCOPE OF SERVICE

- a. The Engineer shall submit plans on or before following schedule for the north and south frontage roads between 135<sup>th</sup> & 151<sup>st</sup> (54-87 KA-2285-01 and 54-87 KA-2289-01) exclusive of delays beyond the Engineer's control.
  - a. Office Check- May 13, 2013
  - b. Final Plans-July 8, 2013
- b. The Engineer shall submit progress reports as requested by the City.
- c. Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Engineer. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Engineer failed to comply with its contract obligations under this Agreement or because of the Engineer's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Engineer as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

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, City Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Contract for Floating Stage on Arkansas River (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the contract with Prairie Lake Company and authorize the necessary signatures.

**Background:** The City of Wichita has been awarded an Economic Development Initiative (EDI) grant by the Department of Housing and Urban Development (HUD) in the amount of \$247,500 for the construction of an amphitheater-type facility in the WaterWalk development. The area designated for such a facility in the WaterWalk master plan is between Gander Mountain and the Wichita Boathouse. It is the City's intent to design and construct a floating stage on the Arkansas River, near the east bank, including a modest seating area. On March 11, 2013, the Design Council recommended approval of the floating stage that meets the "Acceptable" requirements of the Design Guidelines. A subsequent Design Council meeting was held on May 15, 2013, which gave approval to the material and color palette. On May 21, 2013, the City Council approved the Request for Proposal (RFP), EDI Grant, proposal and renderings.

**Analysis:** To utilize the full value of the grant funding, staff recommends using the design-build concept for the floating stage. The proposed agreement between the City and Prairie Lake Company provides for the design and construction of a floating stage with access gangways from the river bank and a 200 Amp electrical service connection point located on the river bank.

**Financial Considerations:** The EDI grant is the sole source of funding for the stage with a stipulation that all monies be expended not later than September 30, 2013. The contract is in the amount of \$247,500 which is full value of the EDI grant.

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

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

**Attachments:** Contract.

**AGREEMENT FOR DESIGN-BUILD SERVICES**  
City of Wichita Floating Stage for Arkansas River

This Agreement for design-build services is made on the \_\_\_ day of \_\_\_\_\_, 2013, between the City of Wichita (“ **Owner**”) and Prairie Lake Company (“ **Design-Builder**”) for a floating stage for the Arkansas River, with on-shore 200 amp electrical feed, two gangways and two anchorage stiffeners, all to be completed and installed by September 20, 2013.

WHEREAS, the City of Wichita, Owner, has received grant funding available until September 30, 2013, for a public amphitheatre; and

WHEREAS, Prairie Lake Company, Design-Builder, has proposed design and construction of a floating mobile stage within the budget and time constraints identified by the City of Wichita;

The Owner and Design-Builder agree as follows:

1. Project Description. Design-Builder will complete all aspects of the design, construction, delivery and installation (hereinafter “Project”) of a floating dock suitable for use as a floating stage (hereinafter “Stage) for Owner, subject to the terms and specifications of this Agreement and as more fully described in Attachments A and B hereto.

2. Project Timeline. Design-Builder will complete the Project and delivery and installation of the Stage no later than September 20, 2013. Design-Builder agrees to complete the Project and deliver a Stage acceptable to Owner no later than September 20, 2013, or Design-Builder agrees to waive the right to the Agreed Payment and to waive all rights to any payment for services, materials, or labor related to the floating stage.

3. Project Funding. Design-Builder acknowledges notification from Owner of the source of funding for this Project and the fact said funding is contingent upon Project completion by September 20, 2013. Design-Builder accepts all risks and consequences of the failure to meet said completion deadline, including but not limited to non-payment by Owner.

4. Compensation. In exchange for successful final completion of the Project, Owner will pay Design-Builder the Agreed Payment. "Successful final completion" of the Project means timely delivery and installation of the Stage, acceptance by Owner, and satisfaction of all contractual and regulatory reporting requirements. Owner shall not unreasonably refuse acceptance of the Stage.

5. Agreed Payment. The Agreed Payment for Design-Builder's services from commencement to Project completion is Two Hundred Forty Seven Thousand Five Hundred dollars (\$247,500) and shall not exceed that amount for any reason.

6. Progress Payments. Based upon Design-Builder's satisfaction of project thresholds, as identified herein, Owner will make progress payments to Design-Builder as follows:

(a) Upon execution of this Agreement for Design-Build Services by all undersigned parties, Owner shall pay Design-Builder 50% of the Agreed Payment, or One hundred twenty three thousand, seven hundred fifty dollars (\$123,750);

(b) Upon delivery of the Stage to Wichita, Owner shall pay Design-Builder 40% of the Agreed Payment, or Ninety nine thousand dollars (\$99,000);

(c) Upon completion of all services related to the Project, equivalent to successful final completion of the project, Owner shall pay Design-Builder 10% of the Agreed Payment, or Twenty four thousand, seven hundred fifty dollars (\$24,750).

7. Complete Payment. Design-Builder agrees all costs and claims for payment from Owner (including but not limited to design, construction, delivery, installation, permits, licenses, fees, overhead, wages, and profit) shall be satisfied by the Agreed Payment. In no case shall Owner pay any greater amount for the Project, and in no case shall Design-Builder receive any lesser amount for timely and satisfactory completion of the Project. If Design-Builder fails to accomplish successful final completion of the Project, Design-Builder shall have no more than sixty (60) days to refund any and all payments received, including Progress Payments, to Owner. If Design-Builder substantially completes the Project but is unable to make successful final completion by the deadline of September 20, 2013, then Owner's obligations related to this Agreement shall become *voidable* at the sole discretion of Owner. If the Agreement is voided, within sixty (60) days Design-Builder shall refund any payments made before Owner exercised said option to void. Owner shall not

unreasonably void the Agreement, and shall do so only if Owner's funding for the Project is lost due to failure to meet Project deadlines.

8. Monetary Obligations. Design-Builder shall be individually and independently responsible for any and all obligations for supplies, materials, labor, equipment or services incorporated or otherwise used on the Project. Owner's only obligation shall be to make the Agreed Payment and/or Progress Payments to Design-Builder on successful completion of Project thresholds identified above.

9. Non-Conforming Work. Design-Builder agrees to correct any non-conforming work at no extra or additional cost to Owner, including non-conforming work discovered after payment of the Agreed Payment.

10. Bonds. Design-Builder agrees to warranty the completed Stage and entire project for a period of two years after completion, beginning at final acceptance by Owner. Design-Builder will secure and maintain an appropriate Warranty Bond for the full value of the Stage for a period of two years after installation and acceptance by Owner. The Warranty shall be in a form proposed by Design-Builder, subject to the reasonable approval of Owner.

11. Party Cooperation. Design-Builder agrees to work with Owner's agents to design and build a floating dock and stage adaptable to Owner's needs, as stated in Owner's December 6, 2012, *Request For Proposal*, attached hereto as Exhibit A. The parties agree to cooperate in development of a Stage meeting Owner's needs, including stage size/shape, utility presence, river flow variances, ADA compliance, portability, and durability.

12. Project Terms. Design-Builder agrees to complete the Project and provide a Stage for the location specified by Owner, capable of long-term river mooring as well as movement to different locations, modular for disassembly for movement or storage, with two gangways and two anchorage stiffeners, and with 200 amp on-shore electrical feed. The Stage shall have 1345 total square foot surface area or greater, and shall be equipped with structural anchorage elements for a roof attachment (roof not included). The Stage shall consist of a Wahoo Proprietary Dock with

Aluminum 6061 T6 frame, with stainless steel fasteners [5 year warranty], 100% MIG welding in controlled environment, Permafloat encapsulated flotation [15 year warranty], and IPE Hardwood Decking, and shall include removable railing. The Stage shall be generally consistent with that described in Design-Builder's *Floating Stage Proposal* submitted to Owner on January 11, 2013, attached hereto as Exhibit B, although Owner and Design-Builder have agreed to changes from those proposals which are incorporated by agreement herein.

13. Design Responsibility. Design-Builder understands that it is solely responsible for the design of the Stage and the means, methods, techniques, sequences and procedures utilized in completion of the Project. On behalf of itself and all of its subcontractors, Design-Builder warrants the Stage to be suitable for its intended purposes, and that design and construction will be free from negligent errors and omissions.

14. Hold Harmless. Design-Builder agrees to save and hold Owner harmless against all suits, claims, damages and losses for injury to persons or property arising from or caused by errors, omissions or negligent acts of Design-Builder, its agents, servants, employees, or sub-contractors, occurring in the performance of its services under this Agreement.

15. Insurance. Design-Builder shall procure and maintain such insurance as will protect Design-Builder from damages resulting from errors, omissions and negligent acts of the Design-Builder, its agents, officers, employees and subcontractors in the performance of 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 Worker's Compensation and Employers 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 Worker's Compensation Law. The liability limits shall not be less than:

Worker's Compensation – Statutory

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

Design-Builder shall also obtain and maintain a comprehensive general liability policy written in a comprehensive form which shall protect Design-Builder against all claims arising from injuries to

persons (other than Design-Builder's employees) or damage to property of Owner or others arising out of any negligent act or omission of Design-Builder, its agents, officers, employees or subcontractors in the performance of services under this agreement. The liability limits 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 Owner prior to the time Design-Builder starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision providing that Owner shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled. The Design-Builder shall furnish Owner with copies of all certificates of insurance that relate to the insurance policies that must be maintained hereunder.

16. Tax Exemption. The laws of the State of Kansas provide that purchase of materials associated with the Project are sales tax exempt, and Owner shall not pay Design-Builder any sales tax for purchase of materials or services. A Sales Tax Exemption Certificate shall be provided to the Design-Builder by the Owner.

17. Warranty. Design-Builder shall provide Owner with two (2) copies of all written standard or extended warranties as provided by manufacturers of components, equipment or building materials, with same to be conveyed or transferred in the name of Owner.

18. Lawfulness. Design-Builder will comply with all federal, state, and local laws, statutes and/or ordinances, and City of Wichita standard operating procedures, which pertain to the provision of materials and/or services pursuant to this Agreement.

19. Causes of Action. For good cause, and as consideration for executing this Agreement, the Design-Builder hereby conveys, sells, assigns, and transfers to Owner all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by Owner pursuant to this Agreement.

20. Assignment. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without the prior written consent of both parties.

21. Discrimination. Design-Builder agrees to comply with the provisions of the Non-Discrimination Equal Employment Opportunity/Affirmative Action Program requirements of the City of Wichita, attached hereto as Exhibit C and incorporated herein by reference.

22. Arbitration. Design-Builder agrees that Owner shall not be subject to arbitration for any reason or purpose related to this Project and any prior agreement between the parties or clause relating to arbitration contained in documents or agreements between the parties shall be and is null and void.

23. Waiver. No waiver or default by either party of any of the terms, covenants and/or conditions hereof 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.

24. Notices. Notices required herein may be given by registered certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. 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 Owner shall be delivered as follows:

**City of Wichita  
C/O City Engineer  
455 N. Main  
Wichita, Kansas 67202**

Until any such change is made, notices to Design-Builder shall be delivered as follows:

**Prairie Lake Company  
c/o Matthew Livingston  
5725 W. 23<sup>rd</sup> St. N.**

**Wichita, Kansas 67205**

25. Captions. The captions or headings of the several Sections 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.

26. Severability. If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the parties hereto agree that the material rights of either party shall not be affected thereby.

27. Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

28. Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

29. Non-Liability of Agents and Employees. No member, officer, agent or employees of Owner 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 or their execution or attempted execution.

30. Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

31. Time of Essence. Time is of the essence in this Agreement.

32. 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.

33. Relationship of the Parties. It is understood Design-Builder is not in any way or for any purpose a partner or joint venturer with or an agent of Owner. Design-Builder shall act as an independent contractor in the performance of its duties pursuant to this Agreement. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

34. Interpretation. Owner and Design-Builder hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

35. Kansas Laws to Govern. This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

36. Final Agreement. This agreement represents the entire integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

37. Limited Modification. This agreement may be amended or modified only by (1) a written amendment to the Agreement for design-build services signed by Owner and Design-Builder; (2) a written Change Order signed by Owner and Design-Builder, or (3) a written order for a minor change in specifications issued by the Owner that has no effect on the total cost or project duration.

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

----- Signatures Follow -----

**City of Wichita (Owner)**

**Prairie Lake Company (Design-Builder)**

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Carl Brewer, Mayor

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Matthew Livingston, President

ATTEST:

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Karen Sublett, City Clerk

Approved As To Form:

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Gary E. Rebenstorf, Director of Law



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

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

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

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

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

### SCOPE OF SERVICES

The selected Design/Build team shall

1. Provide the City with a design for a functioning floating stage and related on-land development that meets the criteria listed and can be designed and constructed within the available funds.
2. Be responsible for obtaining all necessary permits including the Army Corps of Engineers, the Kansas Department of Agriculture Division of Water Resources, and the City of Wichita Office of Central Inspection for installing the stage in the river and supplying all related services on land.
3. Be responsible for all architectural and engineering services including design and preparation of stamped professional drawings as may be required by the permitting agencies and for construction.

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

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

#### Floating stage general design criteria

1. The stage will be anchored facing the east bank of the Arkansas River in downtown Wichita, midway between the Boathouse and Gander Mountain, south of the Maple Street/Waterman Bridge and north of the Kellogg Avenue Bridge. A 10' wide paved walking path parallels the river adjacent to the water and the sloping riverbank on the east side of the path rises about 10 feet forming a natural grass seating area.
2. The Arkansas River in downtown Wichita is retained by a dam with a normal pool elevation about 1 foot below the elevation of the adjacent paved walkway on the east bank. However it is a flowing river which rises and falls in response to rainfall and/or snow melting in the upstream drainage basin. As the river rises it flows faster and has a greater potential for floating debris.
3. The normal pool elevation for the river at the area of the stage is 1284.0'. The elevation of the adjacent walkway is 1285.0' (+1 ft.) and the Corps of Engineers data sets the base flood elevation at 1292.0' (+8 ft.). At times the dam must be lowered for maintenance, exposing the river bottom at about 1280.0' (-4 ft.).
4. The stage must be installed in such a way that it is attractive, stable, secure and relatively permanent. It must be able to float vertically through the entire range of potential travel from -4 ft. to +8 ft. and be able to withstand any floating debris carried by the river during periods of high water. However the stage would not be used for performances when the river is not near the normal pool elevation.
5. It is desired for the stage to be of a modular design so it can be disassembled into individual sections that can be removed from the river and transported by truck to storage or maintenance sites when needed. Flotation for the stage can be provided through the use of pre-manufactured flotation modules designed for constructing boat docks or similar installations, or through the use of other flotation products/concepts. The stage must have a load capacity sufficient to provide stability and support for a wide variety of performance events or other reasonable uses.

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

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

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

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

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

Floating stage prioritized design criteria.

#### Priority #1

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

#### Priority #2

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

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

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

#### Priority #3

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

Priority #4

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

~~Priority #5~~ *NIP*

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

Priority #6

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

PROPOSAL SUBMISSION REQUIREMENTS

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

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

EVALUATION CRITERIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE SELECTION PROCESS

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

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

#### KANSAS OPEN RECORDS ACT

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

#### POST AWARD CONDITIONS

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

#### SUBCONTRACTING/JOINT VENTURES

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

#### EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION

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

MANDATORY ELEMENTS

Certification 1

The Consultant hereby certifies that:

- A. The Consultant has not employed or retained for a commission, percentage brokerage contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement.
- B. The Consultant has not agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the Agreement, except as here expressly stated (if any).

Certification 2

The Consultant hereby certifies that:

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

- A. No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

Certification 3

The Consultant hereby certifies that:

Conflict of Interest

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

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

Additionally, all proposals must adhere to the following guidelines:

1. All proposals must be submitted on 8 1/2" X 11" white paper (no legal size or odd size pages are permitted) and fully address the Scope of Services.
2. The proposal must include the signature of an official of the firm that is authorized to contract for the firm. The proposal must contain, contact person name and title, name of firm, address of firm, telephone number of contact person, fax number of firm and email address of contact person.
3. A profile of the firm including the official contact person, telephone number and mailing address. If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified.
4. The firm's experience including length of time in business, and the experience of staff members and their role in this project.  
References with the nature of the services provided and contact information for each reference.
5. Proposal for services and methodology for delivery of services.
6. Reasoning that explains why the proposed approach will achieve the City's objectives.
7. Affirmative action program or policy of the firm.
8. Timeline for completing the project.
9. Proposed not-to-exceed fee for professional services.

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

**FLOATING STAGE PROPOSAL**

for the  
**City of Wichita**

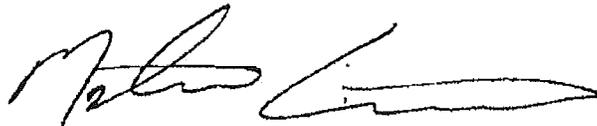
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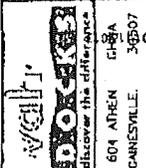
**January 11, 2013**

Submitted by:



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Matthew Livingston



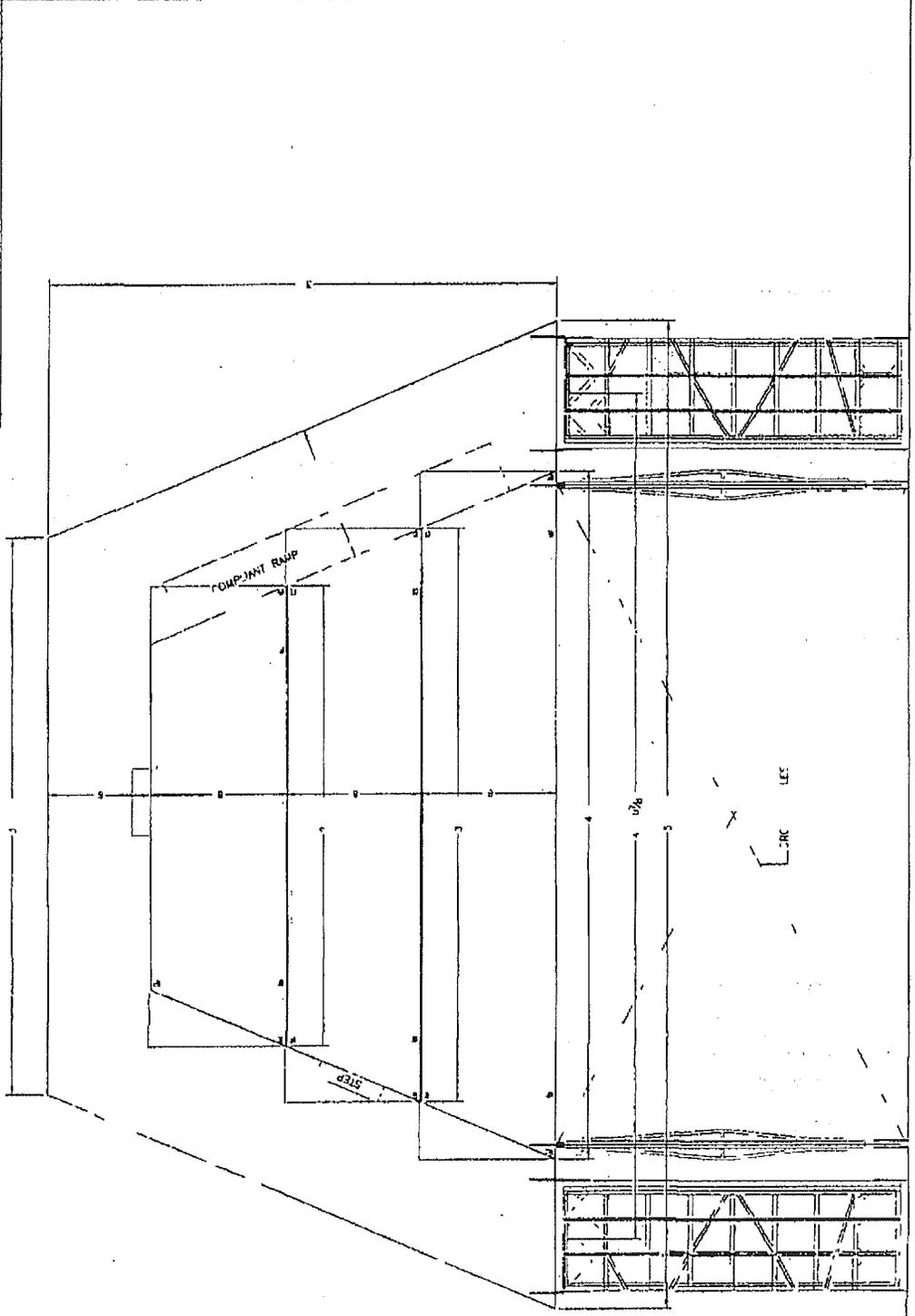
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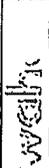
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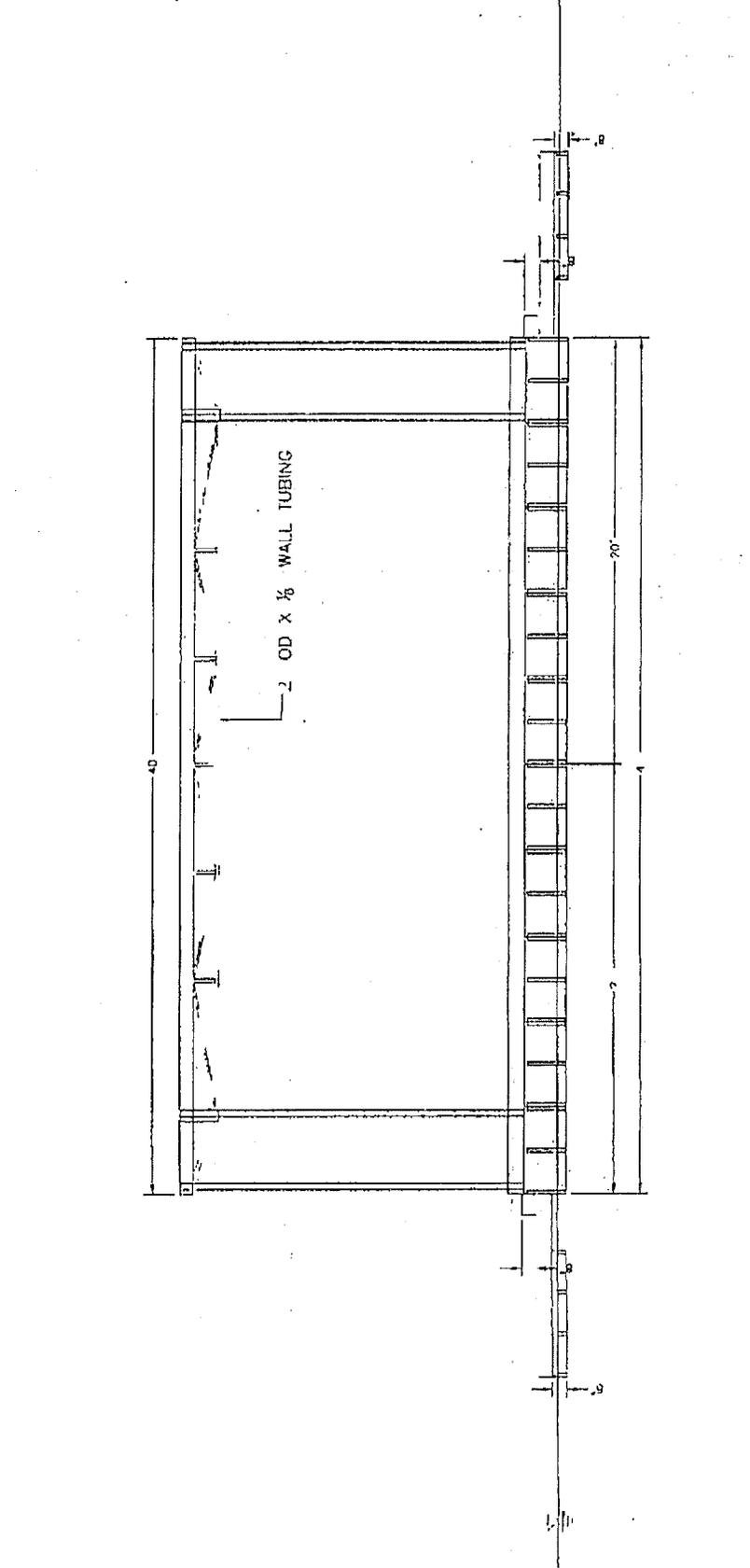
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 WALSH COMPONENT COLOR LEGEND





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 PH (770) -84  
 FX (770) 532 983

FORWARD THE DRAWING TO THE OFFICE OF THE ARCHITECT OR AS SHOWN ON THE DRAWING. DO NOT WRITE OR MAKE ANY CHANGES TO THE DRAWING.

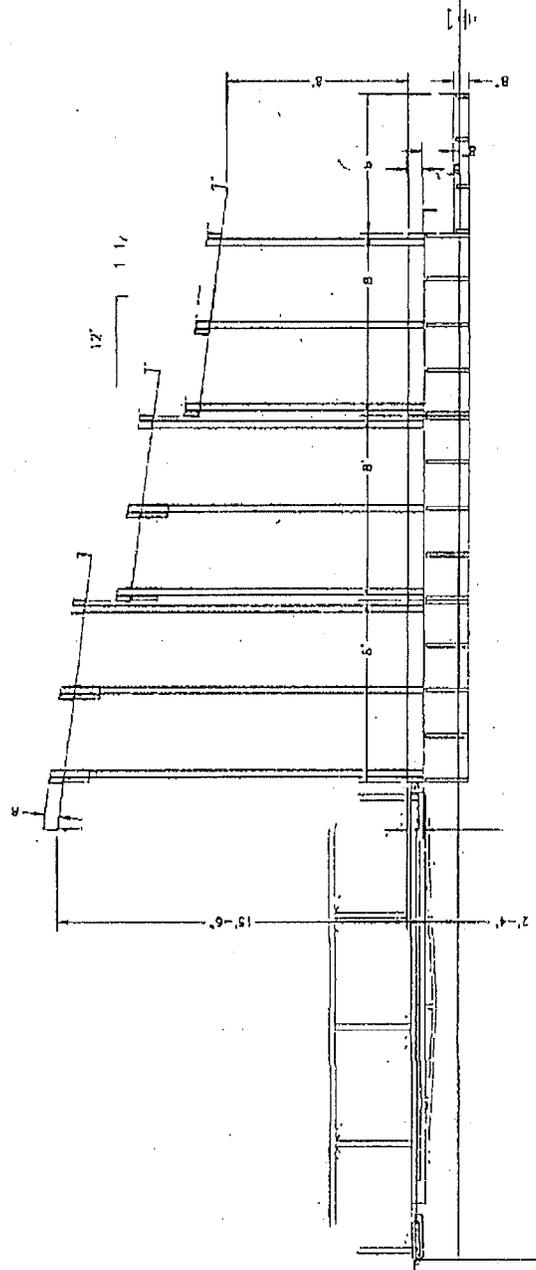
DOCK TYPE  
 CA1

VIEW  
 RID ELEV. R M

DEALER  
 DATE  
 JOB NAME  
 DESIGNED BY  
 1

- 9 C-CHANNEL
- 8 C-CHANNEL
- 6 C-CHANNEL
- 2x4x0 1/2 TUBING
- 4x4x0 15 POST

WAHOO COMPONENT COLOR LEGEND



## PROPOSAL

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

Priorities included per RFP

1. Dock: 1345 total sq. ft. ADA compliant floating dock, 720sq.ft. elevated stage and 525 sq. ft. perimeter access area Two 20' gangways and two 20' Stiff Arms.
  2. Electrical: One 200 Amp 3-phase power pedestal above flood elevation on the riverbank. Temporary power cords to provide six 20 Amp 120v electricity from the pedestal to the stage and multiple 120v receptacles on the dock.
  3. 1080 sq. ft. 3-section roof with 26 gauge R-Panel metal roof Removable fabric sides and back.
  4. Front Stage Light Truss: included in the roof structure.
  5. Middle Stage Light Truss: included in the roof structure.
- \*\* Shore Light Truss not included in this proposal.

## Details

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

- Permafloat encapsulated flotation. 15 year warranty
- McElroy R-Panel Roofing. 40 year paint warranty
- Timber Tech XLM PVC decking. 10 year warranty (Concrete or other decking optional)
- Elevated stage platform, 100% 24' flotation for better audience view ability and greater weight capacity

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

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

Trapezoid dock shape diverts floating debris away from dock.

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

ADA compliant.

Removable railing.

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

## Approach

1. Determine the customer's needs and desires, normally with a personal conference. In this case, the priorities of the RFP
2. Preliminary research into the regulatory requirements of the project to identify required approvals.
3. Conceive a design that best addresses the priorities within the budgeted amount.
4. Work with Wahoo Docks engineering to prepare concept drawings.

### Timeline

**8 weeks** Finalize design details with city staff and obtain necessary permits. (April 15)

**5 weeks** Dock manufactured at Wahoo's facility in Gainesville, Georgia (May 20)

*The busy season for dock sales starts now and Wahoo's lead time for production could exceed this timeframe. During this time work can commence on the anchoring components of the project.*

**1 week** Trucking (May 27)

**5 weeks** Assembly and installation of the dock and anchoring components (July 1)

### Budget

75% Dock, Roof and Gangways

10% Electrical

10% Anchoring

5% Professional Services

### Life Expectancy

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

### Maintenance

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

## Profile

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

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

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

## CONTACT INFORMATION

Matthew Livingston, President/Owner

5725 W 23<sup>rd</sup> St. N.

Wichita, KS 67205

316.655.7831

[matt@northshorecove.com](mailto:matt@northshorecove.com)

## References

### **Kansas State Fair**

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

Denny Stoecklein, General Manager [denny@kansastatefair.com](mailto:denny@kansastatefair.com), 620-669-3600

Keith Schroeder Physical Plant Manager 620-669-3633

Kansas Wildlife & Parks, Chad Grisier Project Engineer 620-672-0836

### **Barefoot Bay Homeowners Association**

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

Chad Hosford, 316-461 7665

### **RidgePort Homeowners Association**

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

Brian Frye, 316-258-3623

### **Emerald Bay Homeowners Association**

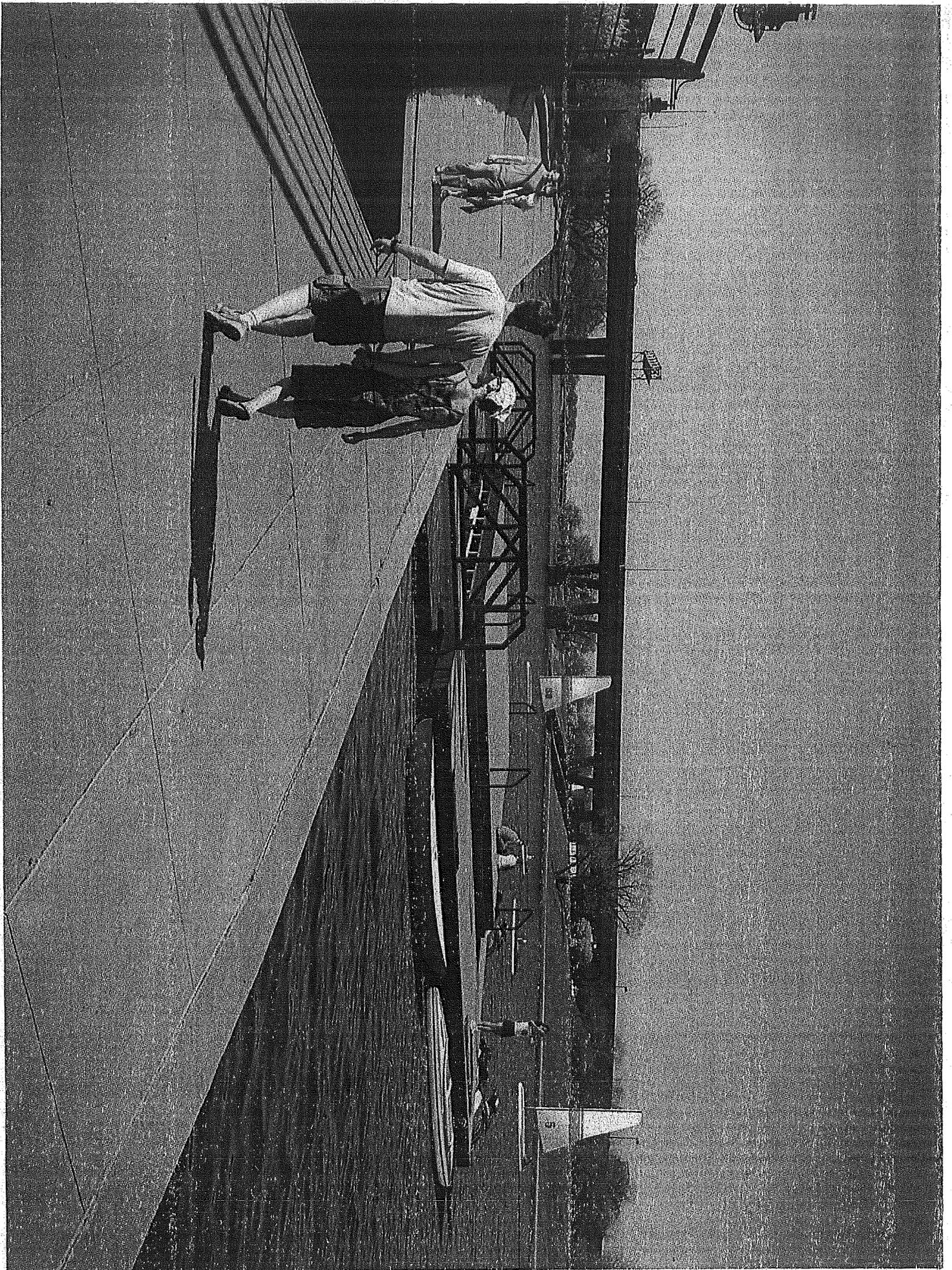
Community dock, 16 individual homeowner docks, shallow-water remediation

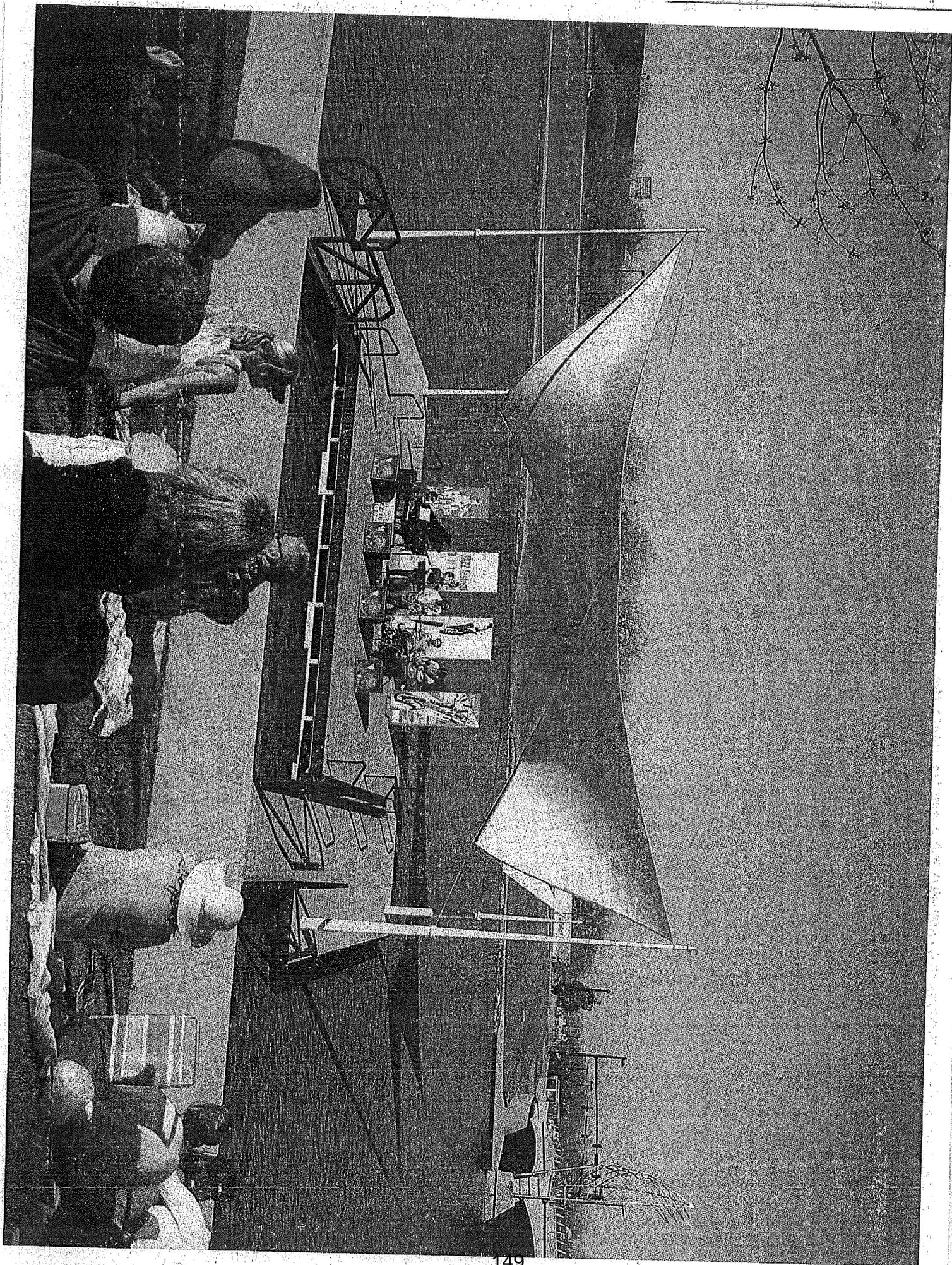
Gaylan Nett, 316-518-9004

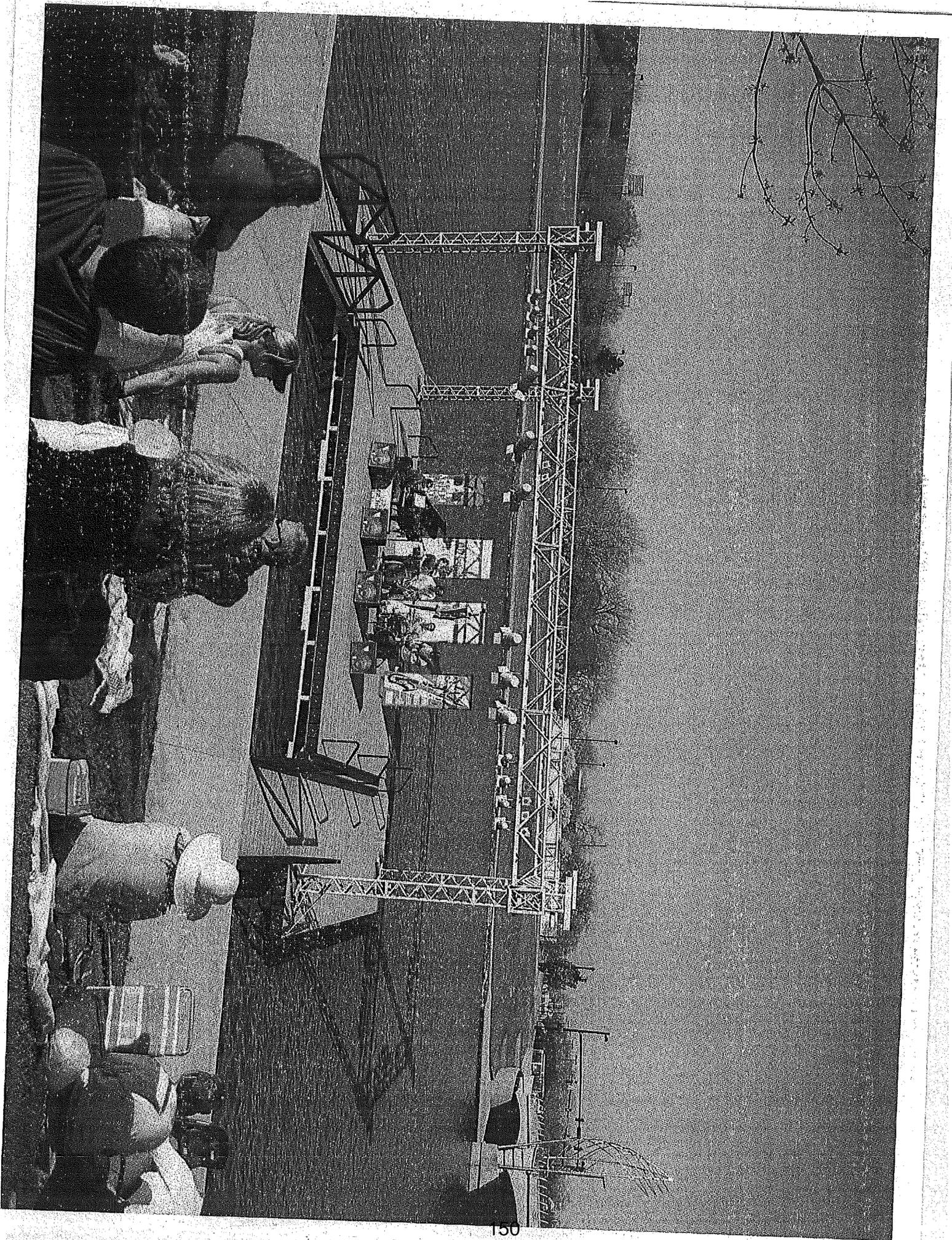
### **MarineWorld**

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

Nathan Blas, General Manager 316-265-2628







## EXHIBIT C

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

During the term of this contract, the contractor or subcontractor, Contractor 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, Contractor 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 Contractor.

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

1. The Contractor, 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 contractor, 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 Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The Contractor, 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 Contractor, 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 Contractor, 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 Contractor, 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, subcontractor 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, Contractors 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 Contractors, 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, Contractor 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.

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for NewMarket Office V Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** On August 5, 2008, the City Council approved a petition for a water distribution system to serve NewMarket V Addition. On April 16, 2013, the City Council approved a revised petition with an increased scope of services and budget.

**Analysis:** The proposed agreement between the City and Professional Engineering Consultants, Inc. (PEC) provides for the design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that PEC 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 PEC will be on a lump sum basis of \$18,400 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

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

NEWMARKET V 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 PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90331** serving Lot 1, Block 1, Newmarket V Addition (west of Maize, south of 29th Street North) (Project No. 448-90331).

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 Newmarket V Addition and perform the PROJECT tasks outlined in 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. 448 90331     \$18,400.00

- 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

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

SCOPE OF SERVICES  
Water Distribution System to serve Newmarket V Addition  
(west of Maize, south of 29th Street North)  
**(Project No. 448-90331)**

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**.

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**.
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. 1. 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. 2 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.
  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 June 7, 2013.
    - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by July 3, 2013.

## Attachment No. 1 to Exhibit “A” – Scope of Services

### Plan Submittal

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

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

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

### Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, 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 Division  
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**

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)**

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for an Area Being Platted as Southfork Commercial Addition (District III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** On May 15, 2012, the City Council approved petitions for paving, a water distribution system, sanitary sewer service, and storm water drainage to serve a new commercial development south of 47<sup>th</sup> Street South and west of Hydraulic. On April 23, 2013, the City Council approved revised petitions with increased budgets for each of these projects.

**Analysis:** The proposed agreement between the City and Poe & Associates provides for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that Poe & Associates be hired for this work, as this firm provided the preliminary engineering services for the platting of the development and can expedite plan preparation.

**Financial Considerations:** Payment to Poe & Associates will be on a lump sum basis of \$245,950, and will be paid by special assessments, reimbursed through tax increment financing (TIF), approved by the City Council on April 17, 2012.

**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

POE & ASSOCIATES, INC.

for

SOUTHFORK COMMERCIAL 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 POE & ASSOCIATES, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90558** serving Unplatted Tract "A", Southfork Commercial Addition (south of 47th Street South, west of Hydraulic) (Project No. 448-90558).

**LATERAL 37, MAIN 2, SOUTHWEST INTERCEPTOR SEWER** serving Unplatted Tract "A", Southfork Commercial Addition (south of 47th Street South, west of Hydraulic) (Project No. 468-84825).

**STORM WATER DRAIN NO. 385** serving Unplatted Tract "A", Southfork Commercial Addition (south of 47th Street South, west of Hydraulic) (Project No. 468-84826).

**WASHINGTON STREET** from the south line of 47th Street South to a cul-de-sac, ending at a point 1200' south of the south line of 47th Street South, Southfork Commercial Addition (south of 47th Street South, west of Hydraulic) (Project No. 472-85050).

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 Newmarket V Addition and perform the PROJECT tasks outlined in 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. 448 90558	<u>\$ 13,750.00</u>
Project No. 468 84825	<u>\$ 16,700.00</u>
Project No. 462 84826	<u>\$147,500.00</u>
Project No. 472 85050	<u>\$ 68,000.00</u>
TOTAL	<u>\$ 245,950.00</u>

- 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

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Carl Brewer, Mayor

SEAL:

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC..

---

(Name & Title)  
James M. Ubert, P.E., Sr. Vice President

ATTEST:

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Carol R. Barnes, Assistant Secretary

SCOPE OF SERVICES  
Southfork Commercial Addition  
(south of 47th Street South, west of Hydraulic)

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 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.
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 \_\_\_\_\_.
  - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by \_\_\_\_\_.

**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.

**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. 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 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; 15ft/4m 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 a 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 ect. 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" – Scope of Services**

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)**

**CITY OF WICHITA**  
**City Council Meeting**  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of 2812 and 2816 North Amidon for the Amidon, 21<sup>st</sup> Street North to 29<sup>th</sup> Street North Improvement Project (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21<sup>st</sup> Street North and 29<sup>th</sup> Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21<sup>st</sup> Street, 25<sup>th</sup> Street and 29<sup>th</sup> Street will be reconstructed. The proposed partial acquisition of 2812 and 2816 North Amidon consists of 1,583 square feet for road right-of-way together with a 150 square foot temporary easement. The taking is a ten foot wide strip of land adjacent to Amidon. The residential improvements are not impacted by the proposed project. The temporary easement during construction will allow for proper grading at the driveways. A mature tree and some privacy fencing will be impacted by the project.

**Analysis:** The proposed acquisition was valued at \$1,900, or \$1,100 (\$0.70 per square foot) for the right-of-way, \$150 for the temporary easement, and \$650 for the loss of the mature tree and fencing. The seller agreed to accept the appraised offer.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$2,400 is requested. This includes \$1,900 for the acquisition and \$500 for title work, closing costs and other administrative fees.

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

**Recommendation/Action:** It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

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

PROJECT: Amidon Avenue DATE: \_\_\_\_\_

COUNTY: Sedgwick TRACT NO.: 0015

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY**  
**EASEMENT**

THIS AGREEMENT Made and entered into this 21 day of May, 2013, by and between

Karen S. Avery

2010 S Pershing, Wichita, KS 67218  
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

**WITNESSETH**, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
1,583 (Sq. Ft.)	\$	1100.00
Damages:		
Fence, Tree	\$	650.00
Temporary Easement for construction:		
150 (Sq. Ft.)	\$	150.00
Permanent Drainage Easement for construction:		
N/A (Sq. Ft.)	\$	N/A
Improvement & Buildings acquired with right of way:		
N/A		
<b>TOTAL:</b>	<b>\$</b>	<b>1,900.00</b>

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

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

LANDOWNERS: Karen S. Avery

By: Karen Avery  
Karen S. Avery

By: \_\_\_\_\_

THE CITY OF WICHITA

ATTEST:

By: \_\_\_\_\_  
Carl Brewer, Mayor

By: \_\_\_\_\_  
Karen Sublett, City Clerk

**MEMORANDA**

Exact and full name of owner, as name appears of record:

Karen S. Avery

If mortgage or other liens, show names of holders:

Credit Union of America

**REMARKS:**

PIN/APN 00114071  
Security Title File Number 2068379

APPROVED TO FORM:

Gary E. Rebenstorff  
Gary E. Rebenstorff, Director of Law

RECOMMENDED BY:

Gerald Cain  
Gerald Cain, Project Manager

**A 14030 - Right of Way**

The west 10.00 feet of Lot 13, Gilders Court, Sedgwick County, Kansas.

# RIGHT OF WAY EXHIBIT

JOHNSON TRUST  
 2816 AMIDON  
 WICHITA KS 67204-4906

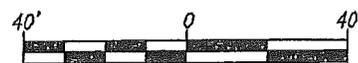
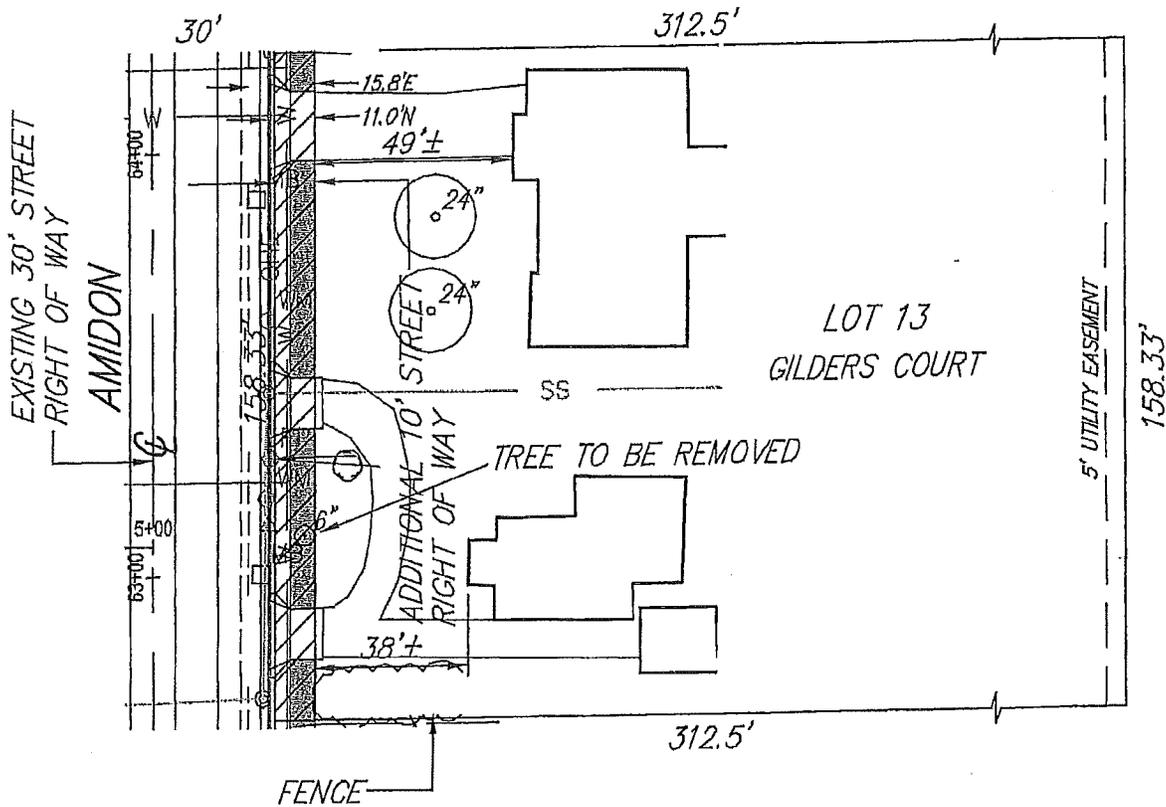
A 14030

Right Of Way Area: 1,583 Sq. Ft.±  
 0.04 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



**Ruggles & Bohm, P.A.**  
 Engineering, Surveying, Land Planning

924 North Main (316) 264-8008  
 Wichita, Kansas 67203 (316) 264-4621 fax  
 www.rbkansas.com E-mail: info@rbkansas.com

3647T

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

JOHNSON TRUST  
2816 AMIDON  
WICHITA KS 67204-4906

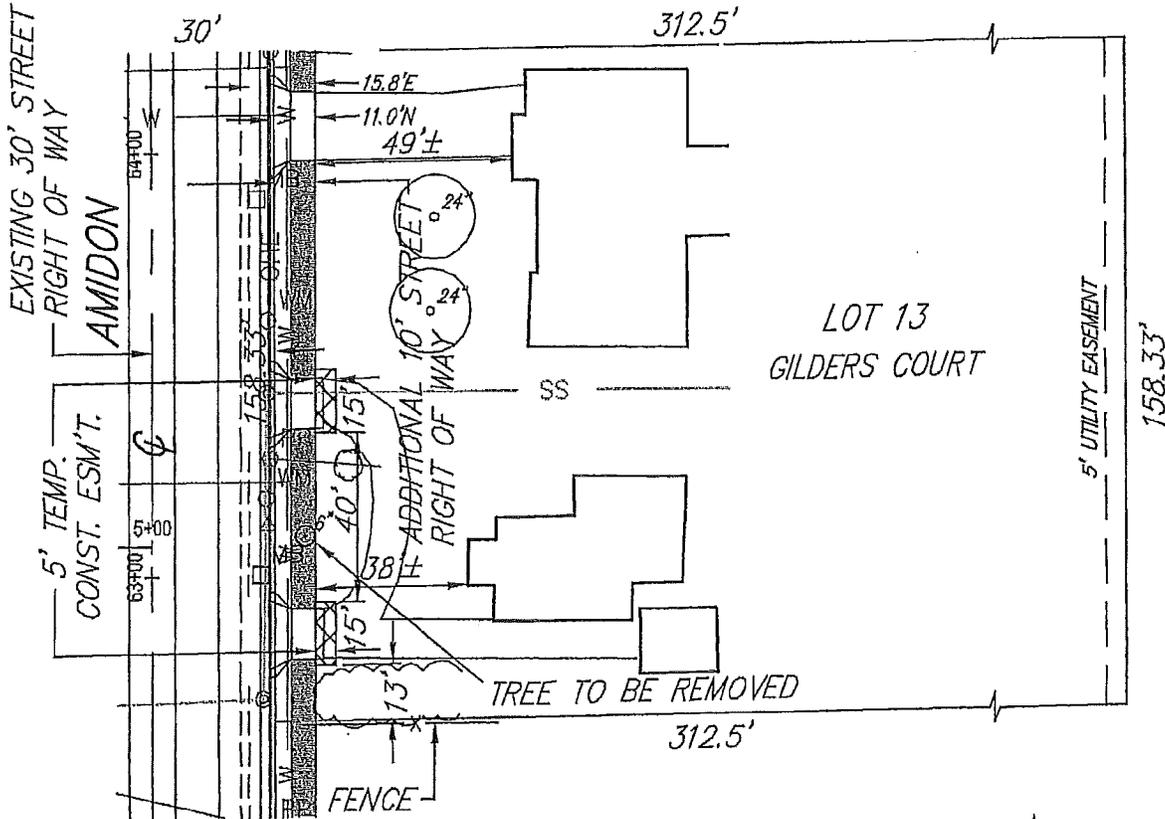
A 14030

Easement Area: 150 Sq. Ft.±  
0.003 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

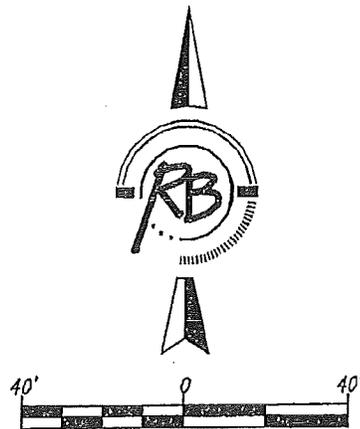
(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



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Wichita, Kansas 67203 (316) 264-4621 fax  
www.rbkansas.com E-mail: info@rbkansas.com



3647T



# A 14030

## 2812 N Amidon



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



**CITY OF WICHITA**  
**City Council Meeting**  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of 1732 West 29th Street for the Amidon, 21<sup>st</sup> Street North to 29<sup>th</sup> Street North Improvement Project (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21<sup>st</sup> Street North and 29<sup>th</sup> Street North. The project will require a partial acquisition of thirty properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21<sup>st</sup> Street, 25<sup>th</sup> Street and 29<sup>th</sup> Street will be reconstructed. The proposed road improvements at 1732 West 29<sup>th</sup> result is a full acquisition. The residential improvements at 1732 West 29<sup>th</sup> Street are to be acquired and the owner/occupant relocated. The site remnant will be utilized as green space.

**Analysis:** The proposed acquisition was valued at \$118,000. The seller agreed to accept the appraised offer. The seller is also eligible for relocation and reestablishment benefits not to exceed 27,800.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$146,300 is requested. This includes \$118,000 for the acquisition, \$5,300 for moving, \$22,500 for reestablishment, and \$500 for title work, closing costs and other administrative fees.

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

**Recommendation/Action:** It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

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

PROJECT: Amidon Avenue DATE: \_\_\_\_\_

COUNTY: Sedgwick TRACT NO.: 0030

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY**  
**EASEMENT**

THIS AGREEMENT Made and entered into this 21<sup>st</sup> day of May, 2013, by and between

Doug and Mary Dust Living Trust

1729 W 29th, Wichita, KS 67204

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

**WITNESSETH**, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
23,223 (Sq. Ft.)	\$	118,000 <sup>00</sup>
Damages:	\$	N/A
Temporary Easement for construction:		
N/A (Sq. Ft.)	\$	N/A
Permanent Drainage Easement for construction:		
N/A (Sq. Ft.)	\$	N/A

Improvement & Buildings acquired with right of way:  
 Single family dwelling and all improvements thereto

**TOTAL:** \$ 118,000<sup>00</sup> ~~N/A~~ ~~600~~

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

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

LANDOWNERS:

By: Douglas F Trust By: Mary G. Herriot, Trustee  
 & Douglas F. Dost TRUSTEE

By: \_\_\_\_\_ By: \_\_\_\_\_

THE CITY OF WICHITA

ATTEST:

By: \_\_\_\_\_  
 Carl Brewer, Mayor

By: \_\_\_\_\_  
 Karen Sublett, City Clerk

**MEMORANDA**

Exact and full name of owner, as name appears of record:

Doug and Mary Dust Living Trust dated 20<sup>th</sup> of December 2007  
 If mortgage or other liens, show names of holders:  
 None found

**REMARKS:**

PIN/APN 00114271  
 Security Title File Number 2068401

APPROVED TO FORM:

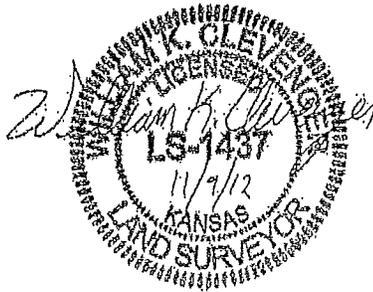
Gary E. Rebenstorf  
 Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Gerald Cain  
 Gerald Cain, Project Manager

A 14209 - Right of Way

That part of Tract 8, Russell Tracts, Sedgwick County, Kansas, said tract described as beginning at a point on the south line of said Tract 8, a distance of 30 feet east of the southwest corner of said Tract 8; thence East along the south line of Tract 8, a distance of 132.188 feet; thence North, parallel with the west line of Tract 8, a distance of 175.683 feet; thence West, parallel with the south line of Tract 8, a distance of 132.188 feet to a point 30 feet east of the west line of Tract 8; thence South, 175.683 feet to the point of beginning.



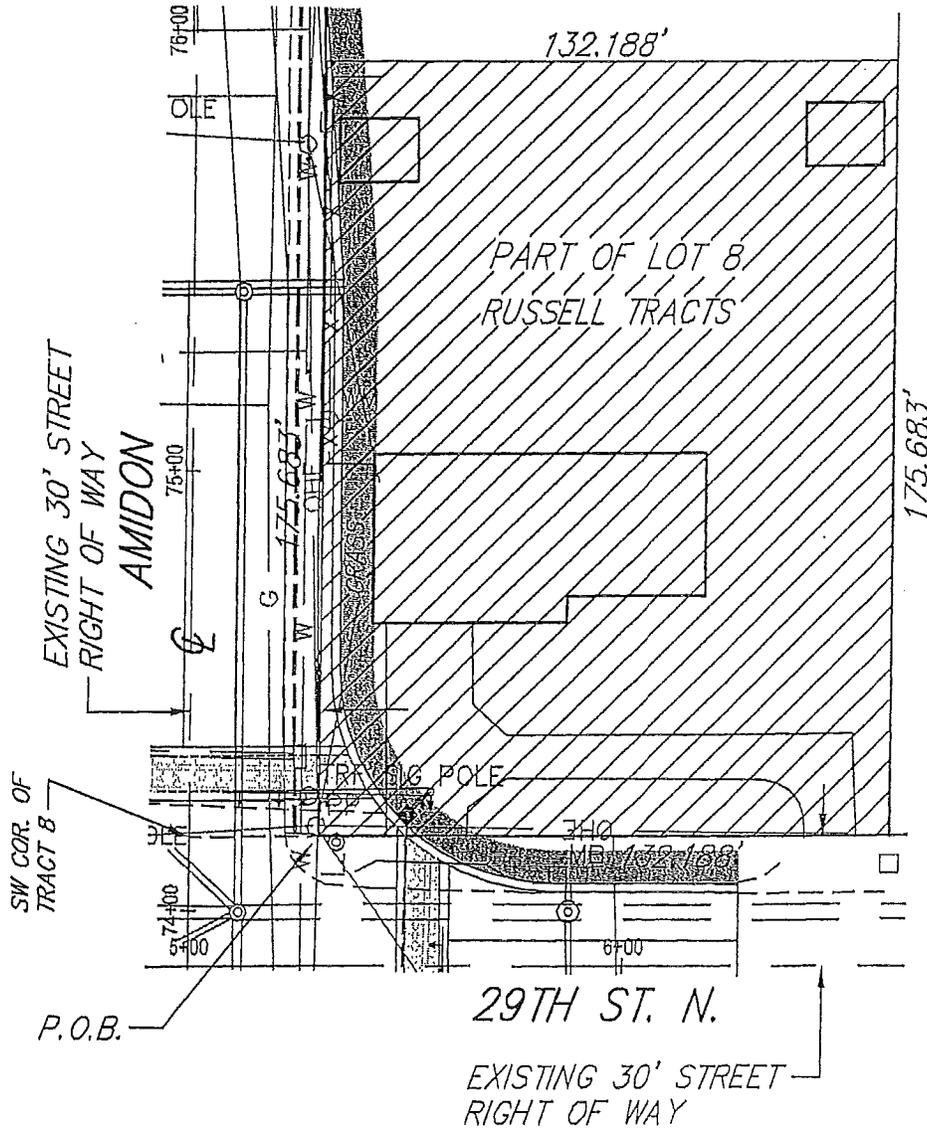
# RIGHT OF WAY EXHIBIT

DUST DOUG & MARY LIV TR  
 1732 W 29TH ST N  
 WICHITA KS 67204-4827

A. 14209

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

Right Of Way Area: 23,223 Sq. Ft.±  
 0.53 Acres±



3647T



# A 14209

## 1732 W 29th St N



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Label Structure Addresses	
Label Address	
Label SubDiv Lot Num	
Label SubDiv Block Num	
Label SubDiv	
Property Parcels	
Roads	
State Highway	
US Federal Highway	
Interstate	
KTA	
Arterial	
Collector	
Minor	
Ramp	
Quarter Section	
Waterways	
Streams	
Parks	
Airports	
SDERASTER.S-	
DEDATA.ORTH-	
City Limits	
Andale	
Bel Aire	
Bentley	
Cheney	
Clearwater	
Colwich	
Derby	
Eastborough	
Garden Plain	
Goddard	
Haysville	
Kechi	



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

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Partial Redemption of Industrial Revenue Bonds (Greater Wichita YMCA)  
(District VI)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution authorizing the call for redemption.

**Background:** On April 12, 2011, the City Council approved the issuance Industrial Revenue Bonds (“IRBs”) to the Greater Wichita YMCA for an amount not to exceed \$23,000,000. The bond proceeds were used to construct, and equip a new Central Branch facility to replace the facility located at 402 North Market in downtown Wichita. The YMCA is requesting City Council approval of an early call of a portion of the bonds.

**Analysis:** Section 302 of the Bond Indenture provides that the Issuer may elect to redeem Bonds subject to optional redemption upon receipt of a written request of the Company. The Company gave written notice on April 17, 2013 to the Trustee directing the Trustee to call the Bonds. The City also received notice on April 17, 2013 from the Tenant of a request to call a portion of the bonds and of the company’s intention to redeem \$6,000,000 on June 30, 2013.

The Greater Wichita YMCA has received cash donations which will be used to redeem a portion of the principal balance of the bonds. The early redemption of the bonds was anticipated at the time of issuance and will allow the YMCA to consider funding new projects.

**Financial Considerations:** There is no financial impact to the City resulting from the proposed redemption. The Greater Wichita YMCA agrees to continue to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds.

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

**Recommendations/Actions:** It is recommended that the City Council adopt the Resolution authorizing an early redemption of a portion of the Series 2011 Bonds.

**Attachments:** Resolution

**RESOLUTION NO. 13-106**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, TO CALL A PORTION OF CERTAIN INDUSTRIAL REVENUE BONDS, SERIES I, 2011 (THE GREATER WICHITA YMCA PROJECT).**

WHEREAS, the Governing Body of the City of Wichita, Kansas (the “City” or “Issuer”) heretofore passed Ordinance No. 48-981 of the City of Wichita, Kansas, authorizing the issuance of its Industrial Revenue Bonds, Series I, 2011 (Greater Wichita YMCA Project), and the execution of a certain Trust Indenture (the “Indenture”), dated as of April 1, 2011, in connection therewith; and,

WHEREAS, The Greater Wichita YMCA has requested the City of Wichita to approve a call for early redemption of \$6,000,000 principal amount of the Series I, 2011 Bonds, for payment on June 30, 2013, pursuant to Section 302 of the Bond Indenture; and,

WHEREAS, the funds for the redemption will be provided from a certain Letter of Credit Reimbursement Agreement (the “Letter of Credit”) between The Young Men’s Christian Association of Wichita and Bank of American, N.A. (the “Bank”), which required forty-five days notice to the Bank prior to the date of a redemption to be funded from the Letter of Credit; and,

WHEREAS, The Greater Wichita YMCA has given notice to the Bank and provided redemption instructions to the Bond Trustee, by letter of April 17, 2013; and,

WHEREAS, because the Series I, 2011 Bonds are special obligations of the City of Wichita, the terms of the Indenture require the City’s consent in order for the call to proceed as scheduled.

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

**Section 1.** The City hereby consents to the proposed call and redemption, and ratifies the April 17, 2013 notice to the Bank and instructions to the Bond Trustee issued by The Greater Wichita YMCA, calling for the early redemption and payment of \$6,000,000 in principal amount of the Series I, 2011 Bonds on June 30, 2013.

**Section 2.** Any and all fees and expenses in connection with the redemption of the Bonds will be provided from the Letter of Credit or funds of the Young Men’s Christian Association of Wichita. Nothing herein contained shall obligate the City in any manner in connection with the cost of the redemption of the Bonds.

**Section 3.** The Mayor and City Clerk are hereby authorized and directed to take such further actions not inconsistent herewith as may be necessary to carry out the purposes contemplated by this Resolution.

**Section 4.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City of Wichita, Kansas.

**ADOPTED** by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> 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  
Director of Law

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council Members  
**SUBJECT:** General Obligation Temporary Note Sale  
**INITIATED BY:** Finance Department  
**AGENDA:** Consent

---

**Recommendation:** Adopt the resolution.

**Background:** The City is planning to offer for sale one series of General Obligation Renewal Temporary Notes (Series 258) in an approximate amount of \$160 million. The public sale of the notes is scheduled for 10:00 a.m. Central Daylight Time on July 16, 2013, at which time bids will be received and the City Council will award the sale of the notes to the bidder whose proposed interest rate results in the lowest overall cost to the City.

On June 15, 2010, the City Council adopted rate increases for the Water Utilities and approved an option to proceed with the full Phase II Aquifer Storage Recovery (ASR) project based on the 30 MGD system. This option assumes a combination of general obligation and/or revenue bond financing for funding the remainder of the ASR project. A resolution was approved by the City Council on July 13, 2010 to establish the advisability of the ASR project and authorize the issuance of general obligation bonds under K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156. General Obligation Improvement Temporary Notes in the principal amount of \$140 million were issued on September 15, 2010 and were renewed on August 16, 2011 with an additional new money component of \$20 million, for a total of \$160 million, to provide interim financing for Phase II of the ASR project.

**Analysis:** The proceeds from the sale of the Series 258 Renewal Temporary Notes will be used to provide interim financing for improvements related to Phase II of the ASR project of Public Works & Utilities.

**Financial Considerations:** The Series 258 Renewal Temporary Notes will mature on October 15, 2014 and may be called for redemption and payment prior to maturity on and after April 15, 2014. The temporary notes will be retired using the proceeds of permanent financing bonds, renewal notes and/or from current revenues of the City available for such purpose.

**Legal Considerations:** The Law Department has approved, as to form, the Resolution authorizing the sale of the notes and directing the distribution of the Notice of Sale (prepared by the City's Bond Counsel).

**Recommendations/Actions:** It is recommended the City Council adopt the resolution: 1) authorizing the general obligation renewal temporary note sale; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Mayor or the Director of Finance; 3) finding that such Preliminary Official Statement is in a form

Page Two  
June 18, 2013  
General Obligation Temporary Note Sale

“deemed final” for the purpose of the Securities Exchange Commission’s Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel to take such further action reasonably required to implement this Resolution.

**Attachments:** Resolution  
Official Notice of Sale

**RESOLUTION NO. 13-107**

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION RENEWAL TEMPORARY NOTES, SERIES 258, OF THE CITY OF WICHITA, KANSAS.**

---

**WHEREAS**, the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), has heretofore, pursuant to Resolution No. 10-186, authorized the construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to the City’s water utilities to include, but not be limited specifically to, the Equus Beds Recharge Project, Phase II [W-549] (the “Project”) at an estimated cost of not to exceed \$200,000,000 and authorized the issuance of general obligation bonds to pay such costs, plus interest on borrowed money and financing costs; and

**WHEREAS**, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Project pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”); and

**WHEREAS**, the City has heretofore issued, its General Obligation Improvement Temporary Notes, Series 240, in the principal amount of \$20,000,000 (the “Series 240 Notes”) to provide interim financing for a portion of the costs of the Project; and

**WHEREAS**, the City has also heretofore issued, its General Obligation Renewal and Improvement Temporary Notes, Series 248, in the principal amount of \$160,000,000 (the “Series 258 Notes”) to retire the Series 240 Notes and provide additional interim financing for a portion of the costs of the Project; and

**WHEREAS**, all aspects of the Project will not be completed prior to the maturity date of the Series 248 Notes on August 15, 2013, and it is necessary for the City to provide funds to retire the Series 248 Notes and interest thereon by the issuance of additional temporary notes of the City.

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

**Section 1.** The Director of Finance and other City staff, in conjunction with Gilmore & Bell, P.C. (“Bond Counsel”) and the Law Department (are hereby authorized to offer at competitive public sale the City’s General Obligation Renewal Temporary Notes, Series 258 (the “Notes”) as described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date.

**Section 2.** The Preliminary Official Statement relating to the Notes, is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor or Director of Finance shall deem necessary and appropriate, and such officials and other representatives of the City are hereby authorized to use such document in connection with the public sale of the Notes.

**Section 3.** The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to give notice of said note sale by distributing copies of the Notice of Note Sale and Preliminary

Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in said Notice of Note Sale, and shall be delivered to the Governing Body at its meeting to be held on such date, at which meeting the Governing Body shall review such bids and shall award the sale of the Notes or reject all proposals.

**Section 4.** For the purpose of enabling the purchaser of the Notes (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the “Rule”), the Mayor and Director of Finance or appropriate officers of the City are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 5.** The Mayor, Director of Finance, Clerk and the other officers and representatives of the City and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes. Such officials are also directed and authorized to make provision for payment of the Series 248 Notes from proceeds of the Notes and other available funds.

**Section 6.** This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 18, 2013.

(SEAL)

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary E. Rebenstorf, Director of Law

**EXHIBIT A**  
**CERTIFICATE DEEMING**  
**PRELIMINARY OFFICIAL STATEMENT FINAL**

June 18, 2013

To:

Re: \$160,000,000\* City of Wichita, Kansas, General Obligation Renewal Temporary Notes,  
Series 258

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced notes (the "Notes").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

**CITY OF WICHITA, KANSAS**

By: \_\_\_\_\_  
Carl Brewer, Mayor

By: \_\_\_\_\_  
Shawn Henning, Director of Finance

**CITY OF WICHITA, KANSAS**

**OFFICIAL NOTICE OF NOTE SALE**

**\$160,000,000\***

**GENERAL OBLIGATION RENEWAL TEMPORARY NOTES  
SERIES 258**

(GENERAL OBLIGATION NOTES PAYABLE FROM UNLIMITED AD VALOREM TAXES)

**Bids.** Electronic bids for the purchase of the above-referenced notes (the “Notes”) of the City of Wichita, Kansas (the “City”) herein described will be received by the Director of Finance of the City via **PARITY**<sup>®</sup> until 10:00 a.m., Central Daylight Time (the “Submittal Hour”), on

**TUESDAY, JULY 16, 2013**

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the “Successful Bidder”) will be acted upon by the City Council (the “Governing Body of the City as soon thereafter as may be practical at its meeting to be held on the Sale Date in the Council Chamber at City Hall. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of the Notes will be considered. Capitalized terms not otherwise defined in this Notice of Note Sale (the “Notice”) shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

**Terms of the Notes.** The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Notes will be dated August 15, 2013 (the “Dated Date”), and will become due on October 15, 2014. The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on April 15 and October 15 in each year, beginning on April 15, 2014 (the “Interest Payment Dates”).

**\*Adjustment of Issue Size.** The City reserves the right to adjust the total principal amount of the Notes, depending on the purchase price bid by the Successful Bidder, amounts necessary to pay for interest on the Notes to the initial Interest Payment Date and amounts necessary to finance the Project (as hereinafter defined). The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes as described herein. If there is an adjustment in the final aggregate principal amount of the Notes as described above, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 12:00 p.m., central daylight time, on the Sale Date. The actual purchase price for the Notes shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted.

**Place of Payment.** The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The principal of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the “Note Register”)

of the Note Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the “Record Date”): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co., by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

**Note Registration.** The Notes will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas. The City will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

**Book-Entry-Only System.** The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the City will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The City will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the City determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the book-entry-only form of registration with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

#### **Redemption of Notes Prior to Maturity.**

**General.** Whenever the City is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

**Optional Redemption.** At the option of the City, the Notes will be subject to redemption and payment prior to maturity on April 15, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**Notice and Effect of Call for Redemption.** Unless waived by any owner of Notes to be redeemed, if the City shall call any Notes for redemption and payment prior to the maturity thereof, the City shall give written notice of its intention to call and pay said Notes to the Note Registrar and the

Successful Bidder. In addition, the City shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The City shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

**Authority, Purpose and Security.** The Notes are being issued pursuant to K.S.A. 10-123, K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City, as amended, and a resolution adopted by the governing body of the City (the "Note Resolution") for the purpose of retiring the City's General Obligation Renewal and Improvement Temporary Notes, Series 248, which were issued, in part, to provide interim financing for a portion of the costs of certain improvements to the City's water utility (the "Project") and for payment of additional Project costs. The Notes shall be general obligations of the City payable as to both principal and interest from the proceeds of general obligation bonds of the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

**Submission of Bids.** Electronic bids via PARITY<sup>®</sup> must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice. If provisions of this Notice conflict with those of PARITY<sup>®</sup>, this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

**PARITY<sup>®</sup>.** Information about the electronic bidding services of PARITY<sup>®</sup> may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

**Conditions of Bids.** Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 6%; and (c) no supplemental interest payments will be considered. No bid shall be for less than **100%** of the principal amount of the Notes will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid, and the average annual net interest rate (expressed as a percentage) on the basis of such bid. Each bidder shall certify to the City the correctness of the information contained on the Official Bid Form; the City will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification as to initial offering prices described under the caption "Certification as to Offering Price" in this Notice.

**Good Faith Deposit.** Each bid shall be accompanied by a good faith deposit (the Deposit") in an amount of \$3,200,000\*, as stated on the initial page of this Notice, payable to the order of the City to secure the City from any loss resulting from the failure of the Successful Bidder to comply with the terms of its bid. The Deposit, **which must be received by the City prior to 9:30 a.m. Central Daylight Time on the Sale Date**, must be in the form of: (a) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City; (b) a Financial Surety Bond (as described

below) payable to the order of the City; or (3) a wire of Federal Reserve funds (as described below), immediately available for use by the City. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the City. If a bid is accepted, but the City fails to deliver the Notes to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

***Deposit Submission Details.***

(a) *Certified or Cashier's Check.* Certified or cashier's checks must be delivered to the Debt Coordinator at the address set forth on the last page of this Notice.

(b) *Financial Surety Bond.* Any financial surety bond (the "Surety Bond") must be issued by an insurance or surety company rated "AA" by Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., or "Aa" by Moody's Investors Service and licensed to issue such a Surety Bond in the State of Kansas, and shall identify each bidder whose Deposit is guaranteed by such Surety Bond. Notice of the issuance of such Surety Bond shall be given by the issuer thereof via email transmission to the Director of Finance at the address set forth on the last page of this Notice. If the sale of the Notes is awarded to a bidder utilizing a Surety Bond, the Successful Bidder is required to submit to the City a cashier's or certified check or wire transfer of immediately available federal funds to such financial institution requested by the City, not later than 2:00 p.m., Central Daylight Time on the next business day following the Sale Date. If such funds are not received by such time, the Surety Bond may be drawn on by the City to satisfy the Deposit requirement.

(c) *Wire Transfer.* Any wire transfer shall be submitted to a financial institution designated by the City, wire transfer instructions may be obtained from the Debt Coordinator at the addresses set forth on the last page of this Notice. ***Each wire transfer Deposit must reference "City of Wichita, Kansas, Good Faith Deposit, General Obligation Renewal Temporary Notes, Series 258.*** Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a Deposit, (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions; and (iv) return wire transfer instructions in the event such bid is unsuccessful.

***Deposit Return Details.*** Good Faith checks submitted by unsuccessful bidders will be returned promptly via United States first class mail; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received not later than the next business day following the Sale Date; the City reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit.

**Basis of Award.** The award of the Notes will be made on the basis of the lowest net interest cost (expressed in dollars), which will be determined by subtracting the amount of the premium bid, if any,

from the total interest cost to the Issuer. The City will compute the net interest cost based on such bids. If there is any discrepancy between the net interest cost specified and the interest rates specified, the specified net interest cost shall govern and the interest rates specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest net interest cost are received, the Governing Body will determine which bid, if any, will be accepted, and its determination is final.

The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be rejected or returned to the bidder.

**Rating.** The City's outstanding general obligation bonds are rated "Aa1" by Moody's Investors Service, Inc. ("Moody's") and "AA+" by Standard & Poor's, a division of McGraw Hill Financial Inc ("S&P"). The City's general obligation notes are rated "*MIG 1*" by Moody's and "SP-1+" by S&P. The City has applied to both Moody's and S&P for ratings on the Notes described herein. Additional information regarding such application and ratings are further described in the Preliminary Official Statement, hereinafter described. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from Moody's and S&P.

**Bond Insurance.** The City has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by the Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Notes, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form and the bid must be accompanied by a commitment from the selected insurer specifying all shall specify all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest net interest cost to the Issuer.

**CUSIP Numbers.** The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Notes, and such numbers shall be printed on the Notes; however, neither the failure to assign any such number to or print any such number on any Note, nor any error with respect thereto, shall constitute cause for the failure or refusal by the Successful Bidder to accept delivery of and to make payment for the Notes in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

**Delivery and Payment.** The City will pay for printing the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **AUGUST 15, 2013**, at DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings in CD-Rom format evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the City. The City will deliver one Note of each maturity registered in the nominee name of DTC.

**Reoffering Prices.** To provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), the Successful Bidder will be required to complete, execute and deliver to the City prior to the delivery of the Notes, a written certification (the “Issue Price Certificate”) containing the following: (a) the initial offering price and interest rate for the Notes; (b) that all of the Notes were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of the Notes would be sold to the “public” at prices not higher than the initial offering prices. For purposes of the preceding sentence “public” means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale the public. *Subsequent to the Submittal Hour, such initial offering prices to the public shall be provided to the City not more than 20 minutes after requested by the City.*

At the request of the City, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder’s Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

**Preliminary Official Statement and Official Statement.** The Governing Body of the City has authorized and directed the preparation of a Preliminary Official Statement dated June 18, 2013, “deemed final” by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting [www.onlinemuni.com](http://www.onlinemuni.com). Authorization is hereby given to redistribute this Notice and the Preliminary Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Notes, the City will prepare the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the “Rules”). The City's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal for the purchase of the Notes in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of the Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder submitting a bid for the purchase of the Notes agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

**Continuing Disclosure.** The Securities and Exchange Commission (the “SEC”) has promulgated amendments to its Rule 15c2-12 (the “Rule”) requiring continuous secondary market disclosure for certain issues. In the Note Resolution, the City has covenanted to enter into an undertaking (the “Undertaking”) for the benefit of the holders of the Notes to send to the Municipal Securities Rulemaking Board (the “MSRB”) through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under the Rule, certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule. For further

information regarding the Undertaking, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

**Assessed Valuation and Indebtedness.** Information regarding the assessed valuation of the taxable tangible property within the City and the amount of general obligation indebtedness of the City as of the date of delivery of the Notes is set forth in the Preliminary Official Statement.

**Legal Opinion.** The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

**Additional Information.** Additional information regarding the Notes, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Ms. Shawn Henning  
Director of Finance  
Phone: (316) 268-4300  
Fax: (316) 858-7520  
Email: [shenning@wichita.gov](mailto:shenning@wichita.gov)

Ms. Catherine Gilley  
Debt Coordinator  
Phone: (316) 268-4143  
Fax: (316) 858-7520  
[cgilley@wichita.gov](mailto:cgilley@wichita.gov)

**BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON  
JUNE 18, 2013.**

By:           /s/ Carl Brewer            
Carl Brewer, Mayor

(Seal)

ATTEST:

By:           /s/ Karen Sublett, City Clerk            
Karen Sublett, City Clerk

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF WICHITA, KANSAS  
HELD ON JUNE 18, 2013**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Renewal Temporary Notes, Series 258, came on for consideration and was discussed.

Councilmember \_\_\_\_\_ presented and moved the adoption of a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL  
OBLIGATION RENEWAL TEMPORARY NOTES, SERIES 258, OF THE CITY  
OF WICHITA, KANSAS.**

Councilmember \_\_\_\_\_ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 13-\_\_\_\_\_.

\* \* \* \* \*

(Other Proceedings)

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**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

\_\_\_\_\_

Clerk

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Application for Street Resurfacing Project for Kellogg, between 111<sup>th</sup> and 119<sup>th</sup> Streets West (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the application.

**Background:** The Kansas Department of Transportation (KDOT) provides funding for a street resurfacing (KLINK) program for cities which have highway connecting links within their city limits. The KLINK program is intended for resurfacing improvements on the connecting links, which are maintained by the cities.

KDOT has advised the City of Wichita that KLINK Fiscal Year 2015 funds in the amount of \$200,000 are available. The program requires recipient cities to provide matching funding.

**Analysis:** KLINK funding is available for the resurfacing of eastbound (EB) Kellogg (US-54) and partial resurfacing of westbound (WB) Kellogg (US-54), between points east of 111<sup>th</sup> Street West and east of 119<sup>th</sup> Street West. In order to avoid exponentially higher maintenance costs in the future, it is recommended that KDOT funds be leveraged, and preservative actions be taken, as part of the City's Contracted Maintenance Program for 2015.

**Financial Considerations:** The estimated project cost is \$413,900, with \$213,900 paid by the City and \$200,000 paid by KDOT. Funding for the City's share is included in the 2011-2020 Adopted Capital Improvement Program as Street Rehabilitation. The funding source is General Obligation bonds.

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

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

**Attachment:** Map and application.

**2015 KLINK: US-54 EB and Partial WB, E of 111<sup>th</sup> St W to E of 119<sup>th</sup> St W**



**KLINK Resurfacing Project for Fiscal Year 2015 on West Kellogg - \$413,900**

04/12/2013

Street	From	To	Project	Length	AVG Width	SY	Price	Base/Join Rep, SY	Base/Join Rep, Price, \$/SY	Total Cost	Surface	Class
Intersection of W Kellogg & 111th St W	Pavnt'l Change, E of 111th St W	111th St W, WL	M & O, 2 - 3" Intersection M & O, 2 - 3" w/Base & Joint Repair	330	160	5867		100			Composite	Expressway
W Kellogg (WB)	111th St W, WL	West to Pavnt'l Change	M & O, 2 - 3" w/Base & Joint Repair	450	36	1800		100			Composite	Expressway
W Kellogg (EB)	Pavnt'l Change, E of 119th St W	111th St W, WL	M & O, 2 - 3" w/Base & Joint Repair	2224	29.5	7290		450			Composite	Expressway
			Total Base & Joint Repair					650	\$150.00	\$97,500		
			Total Asphalt Milling				14956	\$3.00		\$44,869		
			Total Asphalt Resurfacing				14956	\$11.00		\$164,521		
			Mill and Overlay Subtotal	3004			14956			\$306,890		
			Traffic Markings (2.3xL)	6909			\$2.00			\$13,818		
			Traffic Control (4%)							\$12,276		
			Construction Total:	6909		14956		650		\$332,984		
			Eng Inspection Fees 13%							\$43,288		
			Advertisement							\$200		
			Eng Admin Fees 3%							\$9,900		
			Inspection & Admin Subtotal							\$53,477		
			Total							\$388,462		
			Inflation, 7.1%							\$27,439		
			Grand Total:							\$413,800		



**Department of Public Works & Utilities**

May 8, 2013

Mr. David Marten II, Program Consultant  
Bureau of Local Projects  
Kansas Department of Transportation  
Eisenhower State Office Building  
700 SW Harrison St.  
Topeka, Kansas 66603-3754

*via email*

RE: Application for KLINK Resurfacing Project – Fiscal Year 2015

Dear Mr. Marten,

Please find an application attached for a proposed KLINK Resurfacing Project for the City of Wichita, funding request for Fiscal Year 2015. Pertinent project information, as shown on the application, is as follows:

- Requesting Agency: City of Wichita
- Name and Location of Project: US-54 EB and partial WB, E of 111<sup>th</sup> St W to E of 119<sup>th</sup> St W
- Type of Work: Mill and Overlay with base and shoulder repairs
- 2014 Total Project Cost: \$413,900 (\$200,000 State/\$213,900 City)
- Date of City Council Approval: To be presented to City Council on June 11, 2013.

Thank you for your consideration of funding for this project, and please let me know if any questions (316.268.4450/gjanzen@wichita.gov).

Sincerely,

Gary Janzen, P.E.  
City Engineer

**Engineering & Architecture Division**

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

T 316.268.4501 F 316.268.4114

www.wichita.gov



**City Connecting Links "KLINK"  
Resurfacing Program**

Fiscal Year

Submittal Date

**1. General Applicant Information**

a. Name of City   
 County of Project Location   
 Population of City   
 State Highway of Project

b. Name and title of primary contact person   
*Should be an elected official or employee of the City*

Address

Phone Number

email

**2. Project Location and Description - Attach additional sheets as necessary**

Project Location   
 Project Length (in miles or feet)   
 Project Scope (description of work: milling, overlay, etc)

**3. Estimated Cost of the Project - (Construction Year)**

a. Construction	<input type="text" value="\$332,984"/>
b. Construction Engineering/Inspection	<input type="text" value="\$53,477"/>
c. Inflation Amount [(a+b) x inflation rate] (Inflation Rate 2014= 7.1%)	<input type="text" value="\$27,439"/>
d. Total Estimated Cost (a+b+c)	<input type="text" value="\$413,900"/>
e. Local Match* (25% or 50% minimum required, depending on population)	<input type="text" value="\$213,900"/>
f. Total Requested Amount from KDOT [(d-e), not to exceed \$200,000]	<input type="text" value="\$200,000"/>

*\*KDOT will participate in the cost of construction and construction engineering at the rate of 75% for cities with a population of less than 10,000 or 50% for cities with a population of 10,000 or greater, not to exceed \$200,000 of state funds.*

**3. Coordination Information**

a. Describe any known KDOT or other projects that may need coordination:

NONE

b. Has the proposed project been discussed or reviewed by any KDOT field staff? (yes/no)

NO

If so, who?

**Attachment Checklist**

- a. Project Map
- b. Completed details cost estimate

Submit Application by mail to:

Kansas Department of Transportation  
Bureau of Local Projects  
Eisenhower State Office Building  
700 SW Harrison, 10th Floor  
Topeka KS 66603-3745

Complete applications may also be emailed to [lpeplans@ksdot.org](mailto:lpeplans@ksdot.org). To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at 785.296.3861.



City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Improvements to West Kellogg from 111<sup>th</sup> to 143<sup>rd</sup> Streets West (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreements.

**Background:** On August 28, 2012, the City Council approved a revised budget for design, right-of-way, and construction for the expansion of West Kellogg between 111<sup>th</sup> and 143<sup>rd</sup> Streets West. The proposed improvements require the relocation of utilities owned by AT&T. The utilities are located in private easements on 151<sup>st</sup> Street West, north of Kellogg.

**Analysis:** Agreements with AT&T have been prepared authorizing the work and establishing the basis for reimbursement by the City. All work associated with the relocation will be completed by AT&T.

**Financial Considerations:** The estimated relocation cost for the remote terminal cabinet is \$39,437, and the estimated cost for the video ready access device cabinet is \$163,234. Payment of the full estimated cost for each location is due in advance, and funding is available in the existing approved budget. The agreements provide that any additional cost beyond these estimates, if needed, will be agreed upon by both parties and brought back to the City Council for approval.

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

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

**Attachments:** Agreements.



## APPLICATION and LETTER OF AGREEMENT FOR CUSTOM WORK

05/20/2013

CWOTS Number: 109K13  
Customer Billing Telephone Number

BILL TO: CITY OF WICHITA

455 N MAIN 7<sup>TH</sup> FL

WICHITA, KS 67202

WORK SITE LOCATION: 1509 WHEAT LN

**DESCRIPTION OF CUSTOM WORK:** PLACE NEW RT CABINET, SHELVES, PLUGS, AND ASSOCIATED SPLICING AND TURN UP. (IF ANY UNFORSEEN SITUATION WOULD ARISE WHICH CONSTITUTES SUBSTANTIAL ADDITIONAL MONEY TO COMPLETE THIS PROJECT, WORK WILL BE STOPPED UNTIL ADDITIONAL PAYMENT IS MADE.)

ESTIMATED LABOR: \$23063.47; ESTIMATED MATERIALS: \$133800.00;  
ESTIMATED OVERHEAD EXPENSE: \$6370.23;  
TARIFF/LICENSE AGREEMENT EXPENSE: \$  
COST OF MONEY EXPENSE: \$

**CHARGE FOR CUSTOM WORK: ESTIMATED COST: \$ 163233.70**  
(Actual charges may exceed this estimated cost.)

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Kansas, (hereafter "SWBT") act as its agent in performing the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) for such work. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with Southwestern Bell Corporation's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job. The Applicant affirms that the cost estimate furnished by the Telephone Company has been considered only as an estimate of approximate costs and that the actual costs incurred by the Telephone Company in doing the work at the particular time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work.

### CHANGE ORDERS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by Southwestern Bell Telephone Company at the time of this agreement, Southwestern Bell Telephone Company, will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell Telephone Company will request such additional funding and/or additional time through a request for a change order.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, Southwestern Bell Telephone Company is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before Southwestern Bell Telephone Company, proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.



CWOTS #: 109K13

Page 2 of 4

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will Southwestern Bell Telephone Company's request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge Southwestern Bell Telephone Company with responsibility for any alleged delay on the project.

#### NO DAMAGE FOR DELAY

Under no circumstances will Southwestern Bell Telephone Company be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this custom work order.

#### TIME TO COMPLETE

Any representation by Southwestern Bell Telephone Company, its agents, servants or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone Company, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone Company's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

#### PAYMENT

Applicant agrees to make an advance payment of **\$ 163233.70** prior to commencement of the work. Applicable charges for Custom Work will be billed on a special bill separate from the bill that Applicant receives for telephone service.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and Southwestern Bell Telephone Company, will cease all work activity on the project until payment is made.

When the Parties agree to Interval Billing \*, the balance of the Contract Price or Actual Cost (as applicable) will be made in monthly payments. If the Actual Cost made varies from the Estimated Cost, then a correcting adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advanced payment as indicated above.

\* Applicable to orders over \$25,000 and work will take 6 or more months to complete.

#### CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone Company will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.



CWOTS#:109K13

Page 3 of 4

ESTIMATED PRICE QUOTE

The above estimated price is guaranteed for 60 days from **05/20/2013**. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Denna Kelley, 500 E. 8th Street, Room 614, Kansas City, Mo. 64106**. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone Company, in writing of the cancellation. Southwestern Bell Telephone Company, will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone Company, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CHOICE OF LAW AND ARBITRATION

Kansas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS

**Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone Company, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.**



ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

**CWOTS Record #: 109K13**

**ACCEPTED FOR CUSTOMER:**

**ACCEPTED FOR SOUTHWESTERN BELL  
TELEPHONE COMPANY:**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Denna Kelley

Title: \_\_\_\_\_

Title: Manager-Custom Work Orders

Company: \_\_\_\_\_

Company: AT&T

Date: \_\_\_\_\_

Date: \_\_\_\_\_



CWOTS#: 109K13

05/20/2013

Dear Ms Leslie Hicks

This letter is in regards to your request for AT&T to perform custom work for you. Enclosed please find an Application and Letter of Agreement for Custom Work. This application describes the custom work you have requested, along with the associated charges for us to perform the work. **We require an advance payment for the full amount, along with the application signed with an original ink signature.**

Before we can proceed on your behalf with the work request, both the **application with the original ink signature** and the **advance payment** must be received by our office. Our mailing address for these documents is listed below:

**AT&T  
Attn: Litha Randolph  
500 E. 8<sup>th</sup> Street Room 614  
Kansas City, MO 64106**

**Please send check or money order made payable to AT&T.**

If you have questions, or if you decide not to proceed with this work, please call our office at, **1-866-457-0777** or **816-275-4826**. Please refer to the record number (**109K13**) to assist us in locating your file.

Sincerely,

Denna Kelley  
Manager-Custom Work Orders  
AT&T



## APPLICATION and LETTER OF AGREEMENT FOR CUSTOM WORK

05/14/2013

CWOTS Number: 110K13  
Customer Billing Telephone Number

**BILL TO: CITY OF WICHITA 455 N MAIN 7TH FL ENGINEERING WICHITA, KS 67202**

**WORK SITE LOCATION: 1509 S. FIVEWOOD CT**  
**DESCRIPTION OF CUSTOM WORK: PLACE NEW VRAD CABINET, SHELVES, PLUGS, AND ASSOCIATED SPLICING, AND TURN UP (IF ANY UNFORSEEN SITUATION WOULD ARISE WHICH CONSTITUTES SUBSTANTIAL ADDITIONAL MONEY TO COMPLETE THIS PROJECT, WORK WILL BE STOPPED UNTIL ADDITIONAL PAYMENT IS MADE.)**

**ESTIMATED LABOR: \$7618.18; ESTIMATED MATERIALS: \$28490.00;**  
**ESTIMATED OVERHEAD EXPENSE: \$3329.21;**  
**TARIFF/LICENSE AGREEMENT EXPENSE: \$**  
**COST OF MONEY EXPENSE: \$**

**CHARGE FOR CUSTOM WORK: ESTIMATED COST: \$ 39437.39**  
(Actual charges may exceed this estimated cost.)

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Kansas, (hereafter "SWBT") act as its agent in performing the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) for such work. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with Southwestern Bell Corporation's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job. The Applicant affirms that the cost estimate furnished by the Telephone Company has been considered only as an estimate of approximate costs and that the actual costs incurred by the Telephone Company in doing the work at the particular time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work.

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CWOTS #: 110K13

Page 2 of 4

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CWOTS#:110K13

Page 3 of 4

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If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone Company, in writing of the cancellation. Southwestern Bell Telephone Company, will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

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Kansas law governs the application of this agreement and all terms contained therein.

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**Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone Company, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.**



ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

**CWOTS Record #: 110K13**

**ACCEPTED FOR CUSTOMER:**

**ACCEPTED FOR SOUTHWESTERN BELL  
TELEPHONE COMPANY:**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Denna Kelley

Title: \_\_\_\_\_

Title: Manager-Custom Work Orders

Company: \_\_\_\_\_

Company: AT&T

Date: \_\_\_\_\_

Date: \_\_\_\_\_



CWOTS#: 110K13

05/14/2013

Dear Ms. Leslie Hicks

This letter is in regards to your request for AT&T to perform custom work for you. Enclosed please find an Application and Letter of Agreement for Custom Work. This application describes the custom work you have requested, along with the associated charges for us to perform the work. **We require an advance payment for the full amount, along with the application signed with an original ink signature.**

Before we can proceed on your behalf with the work request, both the **application with the original ink signature** and the **advance payment** must be received by our office. Our mailing address for these documents is listed below:

**AT&T  
Attn: Litha Randolph  
500 E. 8<sup>th</sup> Street Room 614  
Kansas City, MO 64106**

**Please send check or money order made payable to AT&T.**

If you have questions, or if you decide not to proceed with this work, please call our office at, **1-866-457-0777** or **816-275-4826**. Please refer to the record number **(110K13)** to assist us in locating your file.

Sincerely,

Denna Kelley  
Manager-Custom Work Orders  
AT&T

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** Creation of Chapter 18.14 of the Code of the City of Wichita, relating to parking lot striping standards and enforcement (All Districts)

**INITIATED BY:** Law

**AGENDA:** Consent

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**Recommendation:** Adopt the ordinance.

**Background:** In November, 2005, the City of Wichita entered into a settlement agreement to resolve alleged Americans with Disabilities Act (ADA) violations at specific City facilities. In that settlement agreement, the City voluntarily embarked upon a large-scale review and modification of all City facilities and programs to ensure ADA compliance. One of the provisions in the settlement agreement required the City to promote private adherence to state laws and City ordinances requiring accessible parking in parking lots open to the public.

To develop the parking lot striping ordinance, input was sought from the major stakeholders, including the Wichita / Sedgwick County Access Advisory Board (WSCAAB), the Wichita Chamber of Commerce, the Wichita Area Builders Association, and entities performing striping. With the help of the Wichita Chamber of Commerce, the proposed ordinance was redrafted to focus on the licensing aspect of parking lot striping.

**Analysis:** The proposed ordinance establishes a licensing and enforcement system applicable to persons and businesses catering to the public when they modify the construction or layout of parking spaces they make available to the public. The design standards already found in existing ordinances would apply only to new construction or to changes made to existing facilities; repairing of potholes and similar maintenance would not trigger enforcement action. This ordinance does not increase the requirements or scope of existing ordinances or Federal law, other than the existing requirement requiring the “universal” accessible parking stall.

The proposed ordinance does not set up permit or inspection processes; it would be complaint-driven enforcement through the ADA Coordinator. If the ordinance design standards are violated, the persons responsible could choose to remedy the non-compliance and have a confirmation inspection or to be prosecuted in municipal court.

The proposed ordinance would license the performance of parking lot striping for those engaged in that business, require the successful completion of an examination on the proper ADA standards for parking configuration, and require the posting of a bond. Law Department staff has prepared an illustrated, self-study manual for remedial learning as needed and multiple forms of the test to be administered. Tests would be administered by the City Engineer’s Office, which already hosts other testing.

On December 4, 2012, the City Council adopted Ordinance 49-396, making such changes in the Building Code. On December 11, 2012, the City Council adopted Ordinance 49-404, which inadvertently deleted the enacted but un-codified Ordinance 49-396. No substantive changes have been made to the original ordinance approved by the City Council.

**Financial Considerations:** The financial effect of this ordinance would be negligible. The intended purpose is to obtain compliance and appropriate construction. Remediation and education would be favored over prosecution. This enforcement scheme is preferable to the alternative of licensing and civil enforcement by the Board of Code Standards.

**Legal Considerations:** The Law Department and the City’s ADA Coordinator have proposed this code revision and the City Engineer’s office has reviewed and approved the same. The proposed new chapter would work in conjunction with existing enforcement programs. The proposal has the support of the Wichita-Sedgwick County Access Advisory Board. It complies with the requirements of the 2005 Settlement Agreement.

**Recommendations/Actions:** It is recommended that the City Council approve creation of new Chapter 18.14 of the City Code and place the ordinance on first reading.

**Attachment:** Ordinance.

ORDINANCE NO. 49-524

AN ORDINANCE CREATING CHAPTER 18.14 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PARKING LOT STRIPING STANDARDS AND ENFORCEMENT

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

**SECTION 1.** Section 18.14.010 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.010. Parking lot striping defined.**

Parking lot striping, within the meaning of this Chapter, is the use of any material on the lot surface to install, alter, repair, or modify the layout and arrangement of parking stalls within a parking lot. Parking lot striping also includes any work done if such work alters signage or other aspect of existing accessible parking to be in violation of statute, ordinance, or code requirement. The regulations of this Chapter apply to any parking lot, whether on public or private property, if the parking lot is available for use by, or rent to, the general public.

**SECTION 2.** Section 18.14.020 of the Code of the City of Wichita, Kansas, is created to read as follows:

**18.14.020. Responsibilities.**

- (a) Nothing in this Section shall be interpreted to require modification of any existing parking lot beyond parking lot striping as defined in this Chapter.
- (b) Because no building permit is required, nothing in this Section shall be interpreted to require improvements to the accessible path of travel or the parking surface.
- (c) For any new construction, reconstruction, resurfacing, resealing, mill-and-overlay, or restriping of any existing parking lot, accessible parking spaces shall be 132 inches wide minimum and shall have an adjacent access aisle 60 inches wide minimum; provided, however, that where such striping is not readily achievable as defined in 28 CFR § 36.104, the ADA Coordinator may grant a waiver in writing to allow the striping to provide for an accessible parking space 96 inches wide minimum with an adjacent access aisle 96 inches wide minimum or other equivalent facilitation.

- (d) Accessible parking spaces that complied with the 1991 ADAAG Standards and Sec. 18.14.020 effective July 1, 2008, are not required to be restriped in order to comply with Sec. 18.14.020(a), unless parking lot striping is performed on the lot.
- (e) All accessible parking signage shall consist of, at a minimum, signage compliant with the Federal “Manual on Uniform Traffic Control Devices,” such as the R7-8 “Reserved Parking” sign. Such sign shall be at least 12 inches wide and 18 inches tall. Such sign shall contain the international symbol of accessibility in blue on white and shall contain wording as to designate the stall as reserved for accessible parking.
- (f) Parking lot striping shall be consistent with the Federal Manual on Uniform Traffic Control Devices, except that striping of parking stalls may be either white or yellow, whichever provides better contrast. The international symbol of accessibility may, when striped on the parking lot stall, be either white or yellow.
- (g) Accessible parking spaces shall be located on the shortest possible accessible route of travel from adjacent parking to an accessible building entrance. In parking facilities that do not serve a particular building, accessible parking spaces shall be located on the shortest accessible route to an accessible pedestrian entrance to the parking facility. Where buildings have multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located near all accessible entrances. In no case shall the provisions of Section 208 of the Department of Justice’s current ADA Standards for Accessible Design, 28 CFR 35.151, be reduced or eliminated.
- (h) Nothing in this Section shall be interpreted to permit striping of accessible parking spaces less stringent than that provided for in current ADA Standards for Accessible Design and 28 CFR Parts 35 and 36 or to reduce any obligation of the owner, renter, general contractor, subcontractor, or any other agent under any other applicable law, rule, or ordinance.

**SECTION 3.** Section 18.14.030 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.030. Striping contractor’s license—when required.**

Any person or entity, whether as principal, agent, or employee, engaged in the business of striping a parking lot in the City of Wichita shall be required to obtain a striping contractor’s

license from the City Engineer's Office. When striping is performed by or under the direct supervision of a property owner or renter, or such owner's or renter's agent, such individual shall be deemed to be a licensed striping contractor for the purposes of striping such property.

This Section shall apply after September 1, 2013.

**SECTION 4.** Section 18.14.040 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.040. Qualifications of applicant to be shown—bond required.**

- (a) Before any striping contractor's license is issued, the applicant therefore shall have filed with the City Engineer's Office a surety bond in the amount of five thousand dollars which shall be approved as to form by the City Attorney. The condition of such bond shall be that the principal therein shall comply with all ordinances of the City relating to and regulating the striping of parking lots, and hold and save the City harmless from any and all damage to persons or property resulting from or growing out of any action or inaction by the principal therein.
- (b) Prior to application, the person applying for the license shall pass a comprehensive exam covering ADA standards for accessible parking developed by the City Engineer's Office and the ADA Coordinator.
- (c) No striping contractor's license or renewal thereof shall be granted to:
  - 1. Any person who is not a citizen of the United States or in possession of a valid United States Permanent Residence Card, or an entity, if it does not have such a qualified person as a member or controlling shareholder;
  - 2. Any person who has his license revoked for cause under the provisions of the City's Building Code or Wichita-Sedgwick County Unified Zoning Code;
  - 3. Any person who is not at least eighteen years of age;
  - 4. Any person, who at the time of application for renewal of any license issued hereunder, would not be eligible for such license upon a first application;
  - 5. Any person or entity who is unable to provide documentation that the applicant has satisfactorily completed the licensing exam for ADA Standards for accessible parking;

6. Any person who has failed to comply with a remediation agreement under Section 18.14.090.

(d) No bond shall be required if the striping is performed by or under the direct supervision of the property owner or renter or such property's owner's or renter's agent.

**SECTION 5.** Section 18.14.050 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.050. Application; fee.**

(a) All persons shall make application for a striping contractor's license with the City Engineer's Office. The application for such license will be made on forms provided by the City Engineer's Office and shall be in writing and contain, at a minimum, the following information:

1. The full name and place of residence of the applicant. If the applicant is a sole proprietor, partnership, or limited liability company, the application shall give the full name, including all previous names and aliases, and the places of residence of the applicant, including each partner or member. If the applicant is a corporation, the applicant shall give the name and addresses of each stockholder possessing twenty percent or more of the stock of the corporation;
2. The name and address under which the applicant intends to conduct his/her business;
3. Proof the applicant has filed a bond with the City Engineer's Office as required in Section 18.14.040(a);
4. A copy of the applicant's workers compensation insurance policy or proof of waiver with statutorily required coverage;
5. Documentation that the applicant, all employees of the applicant or other persons who intend to participate in parking lot striping for the applicant's service have satisfactorily met all the requirements of Section 18.14.040.

(b) A striping contractor's license shall be issued for one year. The fee shall be one hundred dollars, paid at the time of application. No fee shall be required if the striping is performed by or under the direct supervision of the property owner or renter.

- (c) The City Engineer's Office shall develop any additional rules and regulations necessary for the issuance or annual renewal of striping contractors' licenses.

**SECTION 6.** Section 18.14.060 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.060. Suspension and subsequent revocation of license—Notice of hearing.**

- (a) Upon five business days' written notice served by first-class mail or personal delivery to the person holding a striping contractor's license, or to the striping contractor's agent at the site of the striping, the City Engineer or the City Engineer's designee shall have the authority to suspend such license for a period not to exceed ninety days, for any violation of the provisions of this Chapter.
- (b) The City Engineer may suspend a license on the following conditions:
  - 1. A willful, deliberate, or continual disregard and violation of any provision of the Wichita City Code, the Wichita-Sedgwick County Zoning Code, or failure to comply with any lawful order of the ADA Coordinator or the City Engineer;
  - 2. Misrepresentations of a material fact submitted to the City of Wichita during the application process in obtaining a license;
  - 3. Failure to pay the annual license fee;
  - 4. Failure to maintain the eligibility requirements for a license;
  - 5. Failure to maintain a current valid mailing address with the City Engineer's Office.
- (c) Unless remedied within thirty days, a suspended license shall be revoked. The City Engineer shall give separate notice of such revocation. No new license shall be issued to such licensee, or to any person acting for or on his or her behalf, for a period of at least three years after revocation.
- (d) The licensee may appeal such an order of suspension or revocation in writing to the City Council within thirty days from the date of such order. An appeal taken from an order of suspension or revocation shall not suspend the order of revocation or suspension during the pendency of such appeal. Any appeal from a decision of the City Council shall be heard pursuant to K.S.A. 60-2101(d).

- (e) No striping work shall be performed by any licensed striping contractor who has received notice of suspension or revocation.

**SECTION 7.** Section 18.14.070 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.070. Requirements to stripe; striping without a license.**

- (a) The property owner, renter, general contractor, subcontractor, and any other agent striping a parking lot or causing such striping to be performed shall require any parking lot striping work to be performed by a striping contractor licensed under this Chapter.
- (b) When striping begins, the striping contractor shall post a conspicuous notice at the location to be striped, to remain conspicuous for no less than seven days after striping is completed. The notice shall be in a form prescribed by the ADA Coordinator and shall contain, at a minimum, the striping contractor's name and license number or, if the striping contractor is the property owner or renter, the notice shall contain that entity's contact information. Alternatively, the striping contractor may submit a list of lots striped to the City's ADA Coordinator within seven days containing such information required in the above notice.
- (c) It is unlawful for any person to perform parking lot striping in the City without being a licensed striping contractor or to fail to place a conspicuous notice under 18.14.070(b).

**SECTION 8.** Section 18.14.080 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**18.14.080. Enforcement.**

Any person may file a complaint alleging new parking lot striping does not conform to either the provisions of Section 18.14.020 or the current ADA Standards for Accessible Design with the City's ADA Coordinator; such complaint need not be in writing. The City's ADA Coordinator shall then investigate, and if probable cause exists to support the complaint, issue a citation and notice to appear pursuant to Section 18.14.100 or enter into a remediation agreement pursuant to Section 18.14.090.

**SECTION 9.** Section 18.14.090 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**18.14.090. Remediation.**

- (a) The City's ADA Coordinator may enter into a remediation agreement with the person or entity responsible for performing or causing to be performed non-compliant striping. Such agreement will require the curing of any parking lot striping defects and make arrangements for an inspection to assure compliance, all at such responsible party's expense. Such agreement may further require the responsible party to complete an educational program administered by the ADA Coordinator or the Coordinator's agent.
- (b) It is unlawful to fail to follow such remediation agreement.
- (c) Prosecution for failure to follow a remediation agreement shall be prosecuted without regard to any remediation action previously taken.

**SECTION 10.** Section 18.14.100 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**18.14.100. Service of notice to appear.**

The City's ADA Coordinator shall, at all times, be empowered to enforce the provisions of this Chapter and other accessible parking ordinances. Such authority shall include the enforcement authority to issue citations for violations of this Chapter and for violations of Section 11.52.020(25). Citations and notices to appear issued under this Section shall:

- (a) Particularize the violation alleged to exist or to have been committed or state a remediation agreement has been breached;
- (b) Be addressed to and served upon the striping contractor or, when striping has not been performed by a striping contractor, the property owner, or renter. A striping contractor may be served at the address provided on the most recent contractor license application on file with the City of Wichita. The property owner may be served at the property owner's mailing address on record with Sedgwick County. A renter may be served at the address serviced by the lot striped.

**SECTION 11.** Section 18.14.110 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.110. Penalty.**

Any person violating any of the provisions of this Chapter shall, upon conviction, be punished by a fine of not more than one thousand dollars or by imprisonment for not more than thirty days or by both such fine and imprisonment.

PASSED by the governing body of the City of Wichita, Kansas this 25th day of June, 2013.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

**Second Reading Ordinances for June 18, 2013 (first read on June 11, 2013)**

**A. Camping on Public Property Prohibited (5.20.010) and Defecating in Public Prohibited (5.68.165) Ordinances.**

ORDINANCE NO. 49-515

An ordinance creating new Chapter 5.20 of the code of the City of Wichita, Kansas, pertaining to the prohibition of camping on public property without a permit, and the penalties therefor.

ORDINANCE NO. 49-516

An ordinance creating the City of Wichita, Kansas, creating Section 5.68.165 of the code of the City of Wichita, Kansas, pertaining to the prohibition against defecating upon public property or upon private property in view of others.

**B. ZON2013-08 and CUP2013-09 - City zone change from GO General Office (“GO”) to LC Limited Commercial (“LC”) and amendment of DP-260 to create Parcels 9a and 9b, generally located west of Webb Road and south of 21st Street North. (District II)**

ORDINANCE NO. 49-517

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. PUD2013-00001 – Create PUD #40, the Sunset Planned Unit Development, on property zoned LC Limited Commercial (“LC”) and B Multi-family (“B”), generally located south of Harry and east of Lulu, 1407 East Harry. (District I)**

ORDINANCE NO. 49-518

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. SUB2013-00012 -- Plat of Portofino Addition located on the north side of Central, on the west side of 127th Street East. (District II)**

ORDINANCE NO. 49-519

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 18, 2013

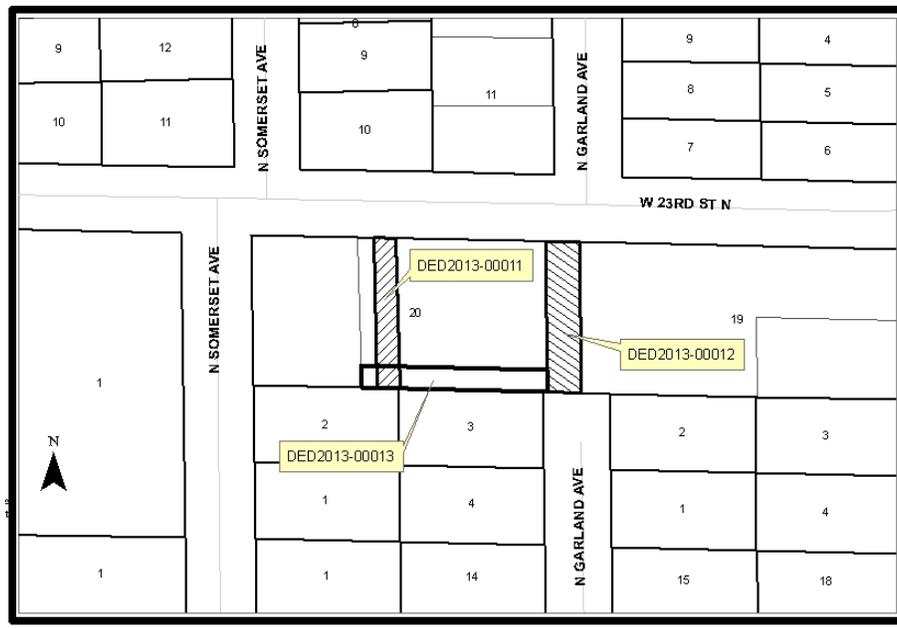
**TO:** Mayor and City Council

**SUBJECT:** DED2013-00011 Dedication of Utility Easement, DED2013-00012 Dedication of Street Right-of-way and DED2013-00013 Dedication of Drainage Easement located north of 21<sup>st</sup> Street North, west of Seneca (extended) (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

**Staff Recommendation:** Accept the Dedications.



**Background:** The Dedications are associated with Lot Split Case No. LSP2013-00008 (Guthrie’s Addition) and were requested by the City’s Public Works and Utilities Department.

**Analysis:** The Dedication DED2013-00011 is for sewer improvements. The Dedication DED2013-00012 is for street right-of-way along Garland Avenue. The Dedication DED2013-00013 is for drainage purposes.

**Financial Considerations:** There are no financial considerations associated with the Dedications.

**Legal Considerations:** The Law Department has approved the Dedications as to form and the Dedications will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council accept the Dedications.

**Attachments:** Dedication of Utility Easement.  
Dedication of Street Right-of-way.  
Dedication of Drainage Easement.



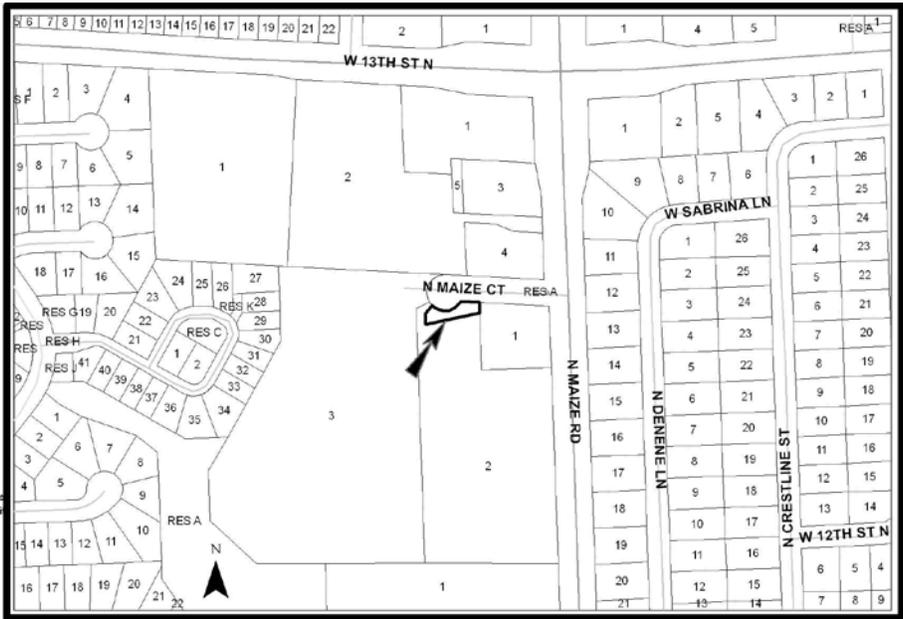




City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council  
**SUBJECT:** DED2013-00015 Dedication of Utility Easement located south of 13<sup>th</sup> Street, west of Maize Road. (District V)  
**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. LSP2013-09 (Huntington Park Addition).

**Analysis:** The Dedication DED2013-00015 is for the purpose of constructing, maintaining and repairing utilities.

**Financial Considerations:** There are no financial considerations associated with the Dedication.

**Legal Considerations:** The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council accept the Dedication.

**Attachment:** Utility Easement.

COPY

**UTILITY EASEMENT**

THIS EASEMENT made this 7<sup>th</sup> day of May, 2013, by and between INTRUST Bank, N.A., party 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 said sewer and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

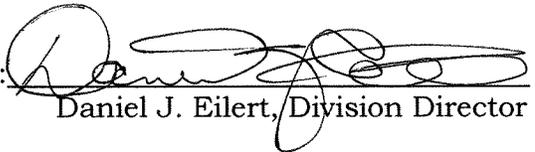
A portion of Lot 2, Huntington Park Addition, Wichita, Sedgwick County, Kansas described as beginning at the northwest corner of Lot 1 in said Huntington Park Addition; thence S03°44'55"E along the west line of said Lot 1, 30.00 feet; thence S78°02'16"W, 153.11 feet more or less to a point on the east line of a 20 foot drainage and utility easement per recorded plat, said point being 25.00 feet east of the west line of said Lot 2; thence N03°44'29"W, along the east line of said 20 foot drainage and utility easement, 23.00 feet to a deflection point in the east line of said 20 foot drainage and utility easement; thence N39°28'53"E, along the east line of said 20 foot drainage and utility easement, 29.23 feet to a point on the north line of said Lot 2, said north line being a curve; thence easterly along said north line an arc length of 91.22 feet, said curve have a radius of 50.00 feet, a chord length of 79.08 feet and a chord bearing of N77°13'00"E, to a PI in the north line of said Lot 2; thence S88°33'55"E, along the north line of said Lot 2, 53.63 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 said sewer and all other public utilities.

DED 2013-15  
LSP 2013-09

IN WITNESS WHEREOF: The said first parties have signed these presents the day and year first above written.

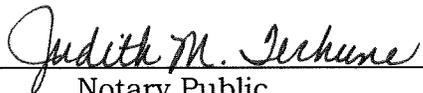
INTRUST Bank, N.A.

By:   
Daniel J. Eilert, Division Director

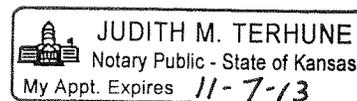
STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )        SS:

BE IT REMEMBERED, that on this 7<sup>th</sup> day of May, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Daniel J. Eilert, as Division Director of INTRUST Bank, N.A., personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said bank.

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

  
Notary Public

(My Appointment Expires: 11-7-13)



Approved as to form:

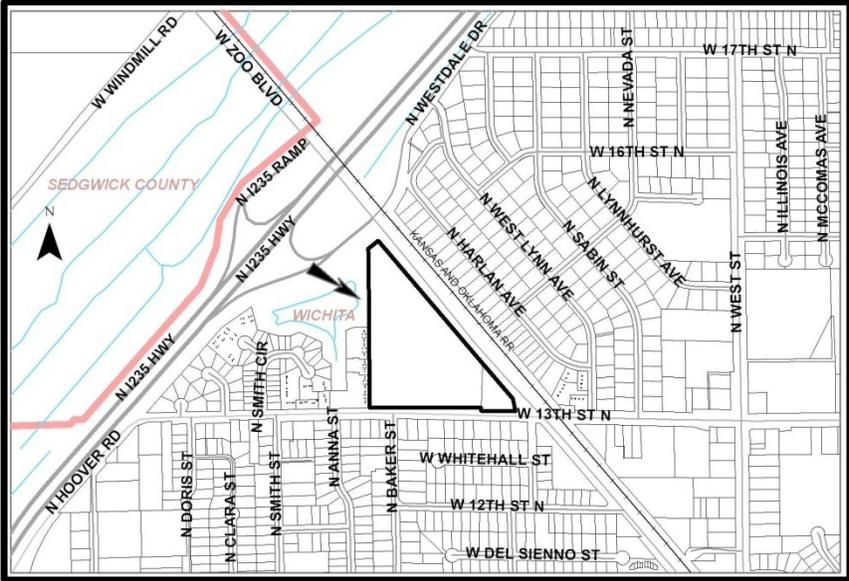
\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council  
**SUBJECT:** SUB2012-00042 -- Plat of Presbyterian Manor Addition located on the northwest corner of 13<sup>th</sup> Street North and Zoo Boulevard (District VI)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (11-0)



**Background:** The site, consisting of one lot on 15.41 acres, is located within Wichita. A zone change (ZON2012-00027) has been approved from SF-5 Single-family Residential to B Multi-family Residential. The City of Wichita has an ownership interest in the property.

**Analysis:** The applicant has submitted 100 percent Petitions and a Certificate of Petitions for relocation of water and sewer lines. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The site is within the noise impact area of Wichita Mid-Continent Airport; 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.

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 Petitions, Driveway Closure Certificate, Avigational Easement, Restrictive Covenant 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 for approval and ownership of the plat and place the Ordinance on first reading.

**Attachments:** Drive Approach Closure Certificate.  
Avigational Easement.  
Restrictive Covenant.  
Ordinance.

COPY

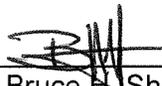
**DRIVE APPROACH CERTIFICATE**

Presbyterian Manors, Inc., and the City of Wichita, Kansas, the owners of Lot 1, Block 1, Presbyterian Manor Addition, an addition to Wichita, Sedgwick County, Kansas, is in the process of Platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Zoo Blvd. and any in excess of the one allowed on 13<sup>th</sup> Street, at the location designated on the plat, shall be closed.

This is to place on notice the owner of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**PRESBYTERIAN MANORS, INC.**

By:  \_\_\_\_\_  
Bruce F. Shogren, President/CEO

**CITY OF WICHITA, KANSAS**

At the direction of the City Council  
Owner to Interest

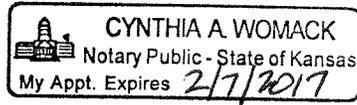
By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

Sedgwick County ) SS  
State of Kansas )

BE IT REMEMBERED, that on this 22 day of May, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Bruce H. Shogren, President/CEO, Presbyterian Manors, Inc., to me personally known to be the person who executed the foregoing instrument, 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.



Cynthia A. Womack  
Notary Public

My Commission Expires: February 7, 2017

ATTEST:

Sedgwick County ) SS  
State of Kansas )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Carl Brewer, Mayor, City of Wichita, Kansas, to me personally known to be the person who executed the foregoing instrument, 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

My Commission Expires: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law  
City of Wichita, Kansas

COPY

**AVIGATIONAL EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Bruce H. Shogren, President/CEO, Presbyterian Manors, Inc., and the City of Wichita, Kansas, 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:

All property platted as Presbyterian Manor Addition, an addition to Wichita, Sedgwick County, Kansas.

By virtue of this easement, the grantors, for and on behalf of themselves and all successors in interest to any and all of the real property above described, waives 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.

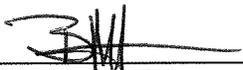
"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF:

The Grantors have signed these presents this \_\_\_\_\_, day of \_\_\_\_\_, 2013.

**PRESBYTERIAN MANORS, INC.**

By:  \_\_\_\_\_  
Bruce H. Shogren, Manager

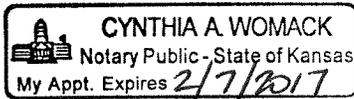
**CITY OF WICHITA, KANSAS**

At the direction of the City Council  
Owner to Interest

By: \_\_\_\_\_  
Carl Brewer, Mayor

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this 22 day of May, 2013, before me a Notary Public in and for said State and County, came Bruce H. Shogren, President/CEO, Presbyterian Manors, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2017

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said State and County, came Carl Brewer, Mayor, City of Wichita, Kansas, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Notary Public: \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law  
City of Wichita, Kansas

COPY

### RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING: All property platted as Presbyterian Manor Addition, an addition to Wichita, Sedgwick County, Kansas.

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Bruce H. Shogren, President/CEO, Presbyterian Manors, Inc., and the City of Wichita, Kansas, hereinafter called the Grantors.

#### WITNESSETH:

WHEREAS, Grantors are owners of Presbyterian Manor Addition, an addition to Wichita, Sedgwick County, Kansas, which property is located near Mid Continent Airport and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon the owners enjoyment of property and may, depending upon the degree of acoustical treatment of the structure, 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 building constructed in said addition to be designed and constructed giving proper consideration to noise pollution in the area.

NOW THEREFORE, Grantors, hereby declare that Presbyterian Manor Addition, shall be and the same is subjected to the following restrictive covenant, to wit:

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.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

**PRESBYTERIAN MANORS, INC.**

By:  \_\_\_\_\_  
Bruce H. Shogren, President/CEO

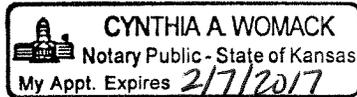
**CITY OF WICHITA, KANSAS**  
At the direction of the City Council  
Owner to Interest

By: \_\_\_\_\_  
Carl Brewer, Mayor

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this 22 day of May, 2013, before me a Notary Public in and for said State and County, came Bruce H. Shogren, President/CEO, Presbyterian Manor, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)



Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2017

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said State and County, came Carl Brewer, Mayor, City of Wichita, Kansas, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Notary Public: \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law  
City of Wichita, Kansas

COPY

### RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING: A portion of the property platted as Presbyterian Manor Addition, an addition to Wichita, Sedgwick County, Kansas.

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Bruce H. Shogren, President/CEO, Presbyterian Manors, Inc., and the City of Wichita, Kansas, hereinafter called the Grantor.

#### WITNESSETH:

WHEREAS, Grantors is the owner of Presbyterian Manor Addition, an addition to Wichita, Sedgwick County, Kansas, of which a portion of the property is affected by a recorded 30 foot by 1280.63+/- foot Right-of-Way Grant – Pipeline in favor of Consolidated Gas Utilities Corporation being recorded on Misc. Book 356, Page 549 dated November 10<sup>th</sup>, 1955. Black Hills / Kansas Gas Utility, LLC, DBA, Black Hills Energy is the successor and/or assigns of Consolidated Gas Utilities Corporation.

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 this covenant notifying the public of the existence of the pipeline right-of-way so that any buildings being constructed near to said right-of-way in said addition be designed and constructed giving proper consideration, to said pipeline right-of-way.

NOW THEREFORE, Grantor, hereby declares that Presbyterian Manor Addition, shall be and the same is subjected to the following restrictive covenant, to wit:

The Subdivision Regulations for the City of Wichita discourage the inclusion of pipeline easements within the perimeter of residential lots; and therefor encourages the pipeline easements to be within a reserve whereby limiting the activity built in proximity to the pipeline easement. In lieu of a reserve, the City of Wichita request this covenant be filed identifying the pipeline easement on the property. It is suggested that any public and/or private utilities constructed in the pipeline right-of-way contact Black Hills Energy or its successors and assigns to grant the appropriate permissions within the right-of-way easement. This covenant is for the benefit of the 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.

These covenants, conditions, and restrictions on the property created and established in this instrument shall be automatically be waived and terminated upon the release of the private right-of-way easement. 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.

**PRESBYTERIAN MANORS, INC.**

By:   
Bruce H. Shogren, President/CEO

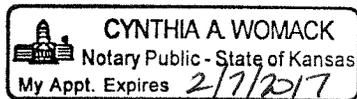
**CITY OF WICHITA, KANSAS**  
At the direction of the City Council  
Owner to Interest

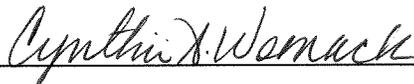
By: \_\_\_\_\_  
Carl Brewer, Mayor

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this 22 day of May, 2013, before me a Notary Public in and for said State and County, came Bruce H. Shogren, President/CEO, Presbyterian Manor, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)



Notary Public: 

My Appointment Expires: February 7, 2017

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me a Notary Public in and for said State and County, came Carl Brewer, Mayor, City of Wichita, Kansas, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Notary Public: \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law  
City of Wichita, Kansas

(OCA150004)

Published in The Wichita Eagle on June 28, 2013

**ORDINANCE NO. 49-525**

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

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

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

**Case No. ZON2012-00027**

Zone change request from SF-5 Single-family Residential to B Multi-Family Residential on property described as:

Presbyterian Manor Addition, Wichita, Sedgwick County, Kansas.

Generally located on the northwest corner of 13<sup>th</sup> Street North and Zoo Boulevard.

**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 25th day of June, 2013.**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
June 18, 2013

**TO:** Mayor and City Council

**SUBJECT:** SUB2013-00009 -- Plat of Maki Addition located on the southeast corner of 53<sup>rd</sup> Street North and 143<sup>rd</sup> Street East

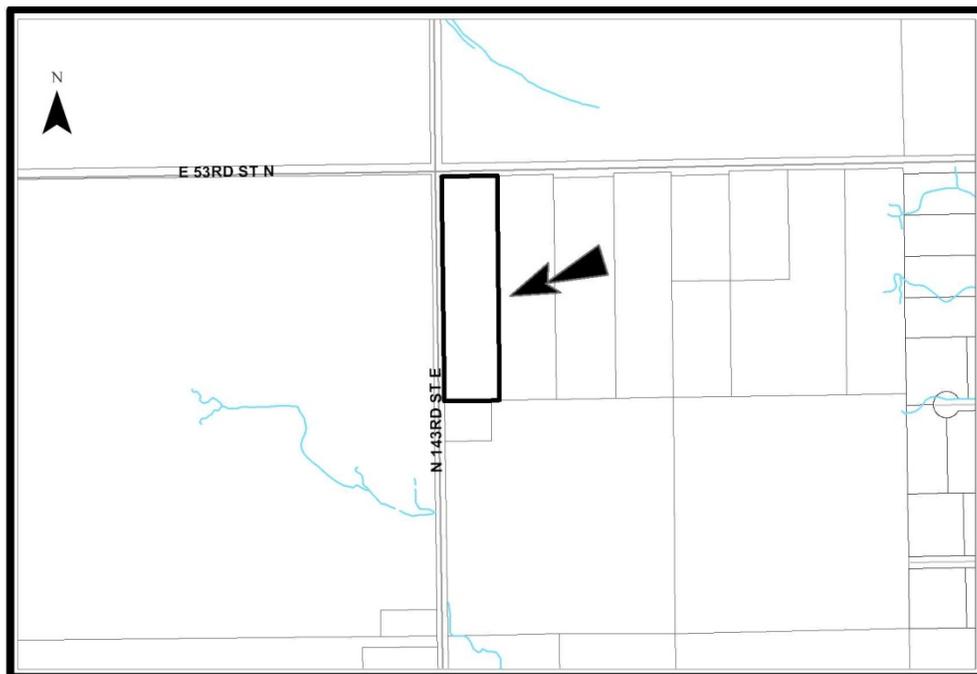
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (9-0)



**Background:** The site, consisting of two lots on 10 acres, is located in the County within three miles of Wichita's boundary and is zoned RR Rural Residential.

**Analysis:** The site has been approved by the Metropolitan Area Building and Construction Department for the use of on-site sanitary sewer facilities. As requested by the City of Wichita Public Works and Utilities Department, the applicant has provided a No Protest Agreement for future sewer service.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the No Protest Agreement as to form and the document will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the document and plat, and authorize the necessary signatures.

**Attachments:** No Protest Agreement.



As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lot 1, Block 1, Maki Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 29 day of April, 2013.

Jason Bell  
Jason Bell, Owner

\_\_\_\_\_, Owner

CITY OF WICHITA

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS )  
) SS:  
COUNTY OF ~~SEDGWICK~~  
Butler

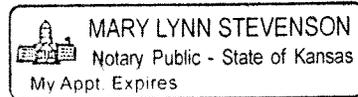
BE IT REMEMBERED that on this 29 day of April, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Jason Bell ~~and~~ \_\_\_\_\_, owner(s), personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

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

Mary Lynn A. Stevenson  
Notary Public

My Commission Expires: 5-17-16

SEAL



STATE OF KANSAS )  
) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

COPY

**NO PROTEST AGREEMENT FOR FUTURE SEWER EXTENSION**

This Agreement made and entered into this 29 day of April, 2013 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Jason Bell, Owner(s), party of the second part (hereinafter "Owner(s)")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner(s) desire to have certain improvements to their property; Owner(s) [is/are] the owner(s) of real property legally described as:

Lot 2, Block 1, Maki Addition  
and

WHEREAS, the City wishes to insure that the said real property owned by Owner(s) will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant [Owner's/Owners'] request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said property.

2. Owner(s), on [his/her/its/their] own behalf and on behalf of [his/her/its/their] heirs, assigns and successors in interest, irrevocably waive(s) [his/her/its/their] right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner(s) of [his/her/its/their] right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against [Owner's/Owners'] said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner(s) shall constitute covenants running with the land described herein.

STATE OF KANSAS       )  
  ) SS:  
COUNTY OF SEDGWICK)

I/We, Jason Bell, owner(s) of Lot 2, Block 1, Maki Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer and water improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lot 2, Block 1, Maki Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 29 day of April, 2013.

Jason Bell  
Jason Bell, Owner

\_\_\_\_\_, Owner

CITY OF WICHITA

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS )  
) SS:  
COUNTY OF ~~SEDGWICK~~  
Butler

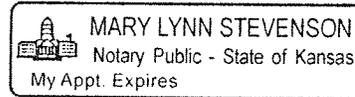
BE IT REMEMBERED that on this 29 day of April, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Jason Bell ~~and~~ \_\_\_\_\_, owner(s), personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

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

Mary Lynn Stevenson  
Notary Public

My Commission Expires: 5-17-16

SEAL



STATE OF KANSAS )  
) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law