

Table of Contents

Agenda	3
II-1. Report of Board of Bids and Contracts dated July 21, 2014.	
Agenda Report No. II-1	8
II-3. Preliminary Estimates.	
Agenda Report No. II-3	18
II-4a. Petition for Sidewalk in Oak Creek Addition. (District II) (PULLED PER CITY MANAGER)	
Agenda Report No. II-4a	19
Supporting Documents	20
Resolution No. 14-203	26
II-5a. Community Events - Food at the Fountains. (District I)	
Agenda Report No. II-5a	28
II-6a. Supplemental Agreement for Condition Assessment of Wastewater Treatment Facilities and Lift Stations.	
Agenda Report No. II-6a	29
Supporting Documents	30
KDHE water treatment Compliance Schedule.	57
II-7a. Supplemental Design Agreement No. 2 for Redbud Multi- Use Path. (District I)	
Agenda Report No. II-7a	58
Agreement	60
II-8a. Change Order No. 4 for Improvements to William, Main to Emporia. (District I)	
Agenda Report No. II-8a and Change Order	64
II-10. Repair or Removal of Dangerous and Unsafe Structures.(Districts IV and VI)	
Agenda Report No. II-10	68
Resolution Nos. 14-204, 14-205, 14-206, 14-207.	69
II-11. Contract Proposal for Closed Captioning of City Council Telecasts on City7.	
Agenda Report No. II-11	81
Contract.	82
II-12. Notice of Intent to Use Debt Financing Amendment - Jabara Road Reconstruction and T-Hangar Expansion - Colonel James Jabara Airport.	
Agenda Report No. II-12	89
Resolution No. 14-208	90
II-13. Approval of Offers for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-13	92
Meridian Offers Supporting	93
II-14. Approval of Offers for the Reconstruction of Old Lawrence Road Bridge. (District VI)	
Agenda Report No. II-14	95
Old Lawrence Bridge Supporting	96

II-15. Child Care Licensing Grant Application.	
Agenda Report No. II-15	98
Grant	99
II-16. Report on Claims for June 2014.	
Agenda Report No. II-16	108
II-17. Memorandum of Understanding Between the City of Wichita and Xi'an, China.	
Agenda Report No. II-17	109
Resolution No. 14-209	111
Xi'an MOU	113
II-18. Second Reading Ordinances: (First read July 15, 2014)	
Agenda Report No. II-18	116
II-19. *VAC2014-00013 - Request to Vacate a Platted Rear Yard Setback on Property Generally Located East of West Street, South of Maple Street, North of University Avenue, on the West Side of University Court. (District IV)	
Agenda Report No. II-19	117
Vacation Order	119
II-20. *VAC2014-00015 - Request to Vacate a Perpetual Easement and Right-of-Way Dedicated by Separate Instrument on Property Generally Located North of 47th Street South on the West Side of Oliver Avenue.	
Agenda Report No. II-20	121
Vacation Order	123
II-21. *VAC2014-00017 - Request to Vacate a Portion of a Platted Utility Easement, on Property Generally Located East of Broadway Avenue, on the North Side of 21st Street North. (District VI)	
Agenda Report No. II-21	126
Vacation Order	128
II-22. *Multi-Business Service Corporation - Skycap Services Agreement - Wichita Mid-Continent Airport.	
Agenda Report No. II-22	130
Agreement	131
II-23. *Jabara Road Reconstruction and T-Hangar Expansion Budget Adjustment-Colonel James Jabara Airport.	
Agenda Report No. II-23	143
II-24. *WAA Report of Board of Bids and Contracts Dated July 21, 2014.	
Agenda Report No. II-24 WAA Board of Bids.	144

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. July 22, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on July 15, 2014

II. CONSENT AGENDAS ITEMS 1 THROUGH 24

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

*****WORKSHOP TO FOLLOW IN THE COUNCIL CHAMBERS*****

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 24)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated July 21, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New License</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Jennifer Dodd	Club Billiards*	925 W. Douglas
Juan M. Alejandre	Poblanos' Mexican Grille East**	343 S. Greenwich Road
<u>New License</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Cari Spainhour	Quik Trip #313R***	2821 E. 31st Street S.
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Mohammad Rahman	KC Gas and Grocery***	1161 North Broadway
Ishika Wijeyesekera	Convenience Mart, Inc. #1***	7101 E. Lincoln St.
Cam-Van Doan	Quick Gas***	5562 S. Seneca St.
Andrea Lazenby	Wal-Mart #5856***	601 N. West St. Ste 100

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

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

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. *Petition for Sidewalk in Oak Creek Addition. (District II) (PULLED PER CITY MANAGER)*

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events - Food at the Fountains. (District I)

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

6. Agreements/Contracts:
a. Supplemental Agreement for Condition Assessment of Wastewater Treatment Facilities and Lift Stations.

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

7. Design Services Agreement:
a. Supplemental Design Agreement No. 2 for Redbud Multi-Use Path. (District I)

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

8. Change Order:
a. Change Order No. 4 for Improvements to William, Main to Emporia. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Minutes of Advisory Boards/Commissions

Police and Fire Retirement System, April 16, 2014
Airport Advisory Board, June 2, 2014
Board of Park Commissioners, May 12, 2014
Board of Building Code Standards and Appeals, June 2, 2014
Wichita Public Library, June 17, 2014

RECOMMENDED ACTION: Receive and file.

10. Repair or Removal of Dangerous and Unsafe Structures. (Districts IV and VI)

<u>Property Address</u>	<u>Council District</u>
a. 1632 North Emporia	VI
b. 1907 South Hiram	IV
c. 1932 South Bonn	IV
d. 935 West Meikle	IV

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on September 9, 2014 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

11. Contract Proposal for Closed Captioning of City Council Telecasts on City7.

RECOMMENDED ACTION: Approve the contract with Caption Colorado.

12. Notice of Intent to Use Debt Financing Amendment - Jabara Road Reconstruction and T-Hangar Expansion - Colonel James Jabara Airport.

RECOMMENDED ACTION: Adopt the Amending Resolution and authorize the necessary signatures.

13. Approval of Offers for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)

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

14. Approval of Offers for the Reconstruction of Old Lawrence Road Bridge. (District VI)

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

15. Child Care Licensing Grant Application.

RECOMMENDED ACTION: Approve the grant award and authorize the necessary signatures.

16. Report on Claims for June 2014.

RECOMMENDED ACTION: Receive and file.

17. Memorandum of Understanding Between the City of Wichita and Xi'an, China.

RECOMMENDED ACTION: Approve the Memorandum of Understanding, adopt the resolution, and authorize the necessary signatures.

18. Second Reading Ordinances: (First Read July 15, 2014)

- a. List of Second Reading Ordinances

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

19. *VAC2014-00013 - Request to Vacate a Platted Rear Yard Setback on Property Generally Located East of West Street, South of Maple Street, North of University Avenue, on the West Side of University Court. (District IV)

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

20. *VAC2014-00015 - Request to Vacate a Perpetual Easement and Right-of-Way Dedicated by Separate Instrument on Property Generally Located North of 47th Street South on the West Side of Oliver Avenue.

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

21. *VAC2014-00017 - Request to Vacate a Portion of a Platted Utility Easement, on Property Generally Located East of Broadway Avenue, on the North Side of 21st Street North. (District VI)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

22. *Multi-Business Service Corporation - Skycap Services Agreement - Wichita Mid-Continent Airport.

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

23. *Jabara Road Reconstruction and T-Hangar Expansion Budget Adjustment-Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the budget adjustment and authorize necessary signatures.

24. *WAA Report of Board of Bids and Contracts Dated July 21, 2014.

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

Wichita, Kansas
July 21, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Trinh Bui, Senior Budget Analyst, Budget Office, Melinda Walker, Purchasing Manager, representing Purchasing, and Zack Daniel, Management Fellow, representing the City Manager's Office and Karen Sublett City Clerk.

Minutes of the regular meeting dated July 14, 2014, were read and on motion approved.

Bids were opened July 18, 2014, pursuant to advertisements published on:

Pressure and Chlorine Booster Station to serve Rural Water District #1 (South of 53rd St. N, west of Webb Road) (448-90565/633813)

Bids Rejected

Water Distribution System, Legacy 3rd Addition (448-90595/735505)

Bids Rejected

2014 Sanitary Sewer Reconstruction Phase 7 (north of MacArthur Road, east of Maize Road) (468-84973/620709)

Bids Rejected

Water Distribution System, Emerald Bay 2nd Addition (448-90633/735508)

McCullough Excavation - \$53,860.00

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

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

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Riding front deck flex-wing mower.**

Professional Turf Products LP - \$104,932.00*
***Add one (1) additional unit at same unit cost**

**PUBLIC WORKS AND UTILITIES DEPT./SEWAGE TREATMENT DIVISION:
Replacement rotating assembly FMPump**

DXP Pump and Power - \$32,934.00*
***Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2 (b)**

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Karen Sublett, MMC
City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: July 21, 2014

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

July 18, 2014

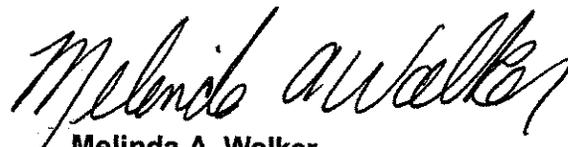
Pressure and Chlorine Booster Station to serve Rural Water District #1 (south of 53rd Street N., west of Webb Road) – Public Works & Utilities Department/Engineering Division **(All Bids Rejected)**
Water Distribution System and Lateral 519, SWI Sewer to serve Legacy 3rd Addition – Public Works & Utilities Department/Engineering Division **(All Bids Rejected)**
2014 Sanitary Sewer Reconstruction Phase 7 (north of MacArthur Road, east of Maize Road) – Public Works & Utilities Department/Engineering Division **(All Bids Rejected)**
Water Distribution System to serve Emerald Bay Estates 2nd Addition – Public Works & Utilities Department/Engineering Division
McCullough Excavation **\$53,836.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

July 18, 2014

Riding Front Deck Flex-Wing Mower – Public Works & Utilities Department/Fleet & Facilities Division
Professional Turf Products, LP *Add One (1) Additional Unit at Same Unit Cost **\$104,932.00***
Replacement Rotating Assembly FMPump – Public Works & Utilities Department/Sewage Treatment Division
DXP Pump & Power Sole Source of Supply, Ordinance No. 35-856, Section 2(b) **\$32,934.00**

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


Melinda A. Walker
Purchasing Manager

WATER BID TABULATION SUMMARY

BOARD OF BIDS - July 18, 2014

RQ440720

FB440118		Engineer's Construction Estimate	Dondlinger & Sons	Wildcat Construction	Utility Contractors Inc.
Pressure and Chlorine Booster Station to serve Rural Water District #1					
(south of 53rd St N, west of Webb Rd)	BID BOND		\$996,435.00	\$896,135.00	\$1,095,000.00
448-90565	ADDENDA	4			
(633813)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Pressure and Chlorine Booster Station to serve Rural Water District #1					
(south of 53rd St N, west of Webb Rd)	BID BOND				
448-90565	ADDENDA	4			
(633813)					
		Engineer's Construction Estimate		Stannard Construction d/b/a WB Carter	
Pressure and Chlorine Booster Station to serve Rural Water District #1					
(south of 53rd St N, west of Webb Rd)	BID BOND				
448-90565	ADDENDA	4			
(633813)					
		Engineer's Construction Estimate			
Pressure and Chlorine Booster Station to serve Rural Water District #1					
(south of 53rd St N, west of Webb Rd)	BID BOND				
448-90565	ADDENDA	4			
(633813)					
REJECT BIDS					

CHECKED BY: kp

REVIEWED BY: [Signature]

WATER BID TABULATION SUMMARY

BOARD OF BIDS - July 18, 2014

RQ440741

FB440123		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90595 (735505)	Group 1		\$36,822.00	\$43,520.00	\$34,483.00
Lateral 519, SWI Sewer 468-84312 (744367)	Group 2		\$40,682.00	\$51,610.00	\$38,125.70
Legacy 3rd Addition	BID BOND				
	ADDENDA	2			
BID TOTAL			77,504.00	95,130.00	72,608.70
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System 448-90595 (735505)	Group 1		\$29,018.00	\$46,819.90	\$33,605.00
Lateral 519, SWI Sewer 468-84312 (744367)	Group 2		\$36,150.00	\$43,717.50	\$41,783.00
Legacy 3rd Addition	BID BOND				
	ADDENDA	2			
BID TOTAL			65,168.00	90,537.40	75,388.00
		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter		
Water Distribution System 448-90595 (735505)	Group 1		\$34,880.00		
Lateral 519, SWI Sewer 468-84312 (744367)	Group 2		\$35,120.00		
Legacy 3rd Addition	BID BOND				
	ADDENDA	2			
BID TOTAL			70,000.00		
		Engineer's Construction Estimate			
Water Distribution System 448-90595 (735505)	Group 1				
Lateral 519, SWI Sewer 468-84312 (744367)	Group 2				
Legacy 3rd Addition	BID BOND				
	ADDENDA	2			
BID TOTAL					
REJECT BIDS					

CHECKED BY: _____
REVIEWED BY: _____

WATER BID TABULATION SUMMARY

BOARD OF BIDS - July 18, 2014

RQ440749

FB440125		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System		\$72,895.00	\$72,651.00	\$78,552.00	\$71,212.00
Emerald Bay Estates 2nd Addition	BID BOND				
448-90633	ADDENDA	0			
(735508)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System		\$72,895.00	\$53,836.00	\$94,483.20	\$71,776.50
Emerald Bay Estates 2nd Addition	BID BOND				
448-90633	ADDENDA	0			
(735508)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Water Distribution System		\$72,895.00			
Emerald Bay Estates 2nd Addition	BID BOND				
448-90633	ADDENDA	0			
(735508)					
		Engineer's Construction Estimate			
Water Distribution System		\$72,895.00			
Emerald Bay Estates 2nd Addition	BID BOND				
448-90633	ADDENDA	0			
(735508)					

CHECKED BY: RP

REVIEWED BY: [Signature]



BID RESULTS

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

Vendor Group Line

Solicitation: FB440116 **Riding Front Deck Flex-Wing Mower** **Close Date/Time:** 7/11/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

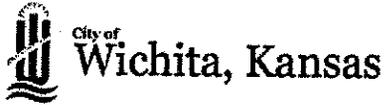
Department: Public Works Fleet & Facilities

Responses: 2

Vendors	Complete	Bid Total	City Comments
PRAIRIELAND PARTNERS INC.	Complete	\$95,840.00	Does not meet specifications
PROFESSIONAL TURF PRODUCTS LP	Complete	\$104,932.00	Award 07/22/2014, add (1) additional unit at same unit price, PW&U Dept/Fleet & Facilities Div

[Top of the Page](#)





BID RESULTS

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

Vendor Group Line
Solicitation: FB440116 **Riding Front Deck Flex-Wing Mower** **Close Date/Time:** 7/11/2014 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Fleet & Facilities **Responses:** 2
Go to: 001

Line 001 | New Unused Current Model Riding Front Deck Flex-Wing Mowers
 Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRAIRIELAND PARTNERS INC.	2	Each	\$47,920.0000	\$95,840.00	Complete	John Deere, 2014 Model 1600
PROFESSIONAL TURF PRODUCTS LP	2	Each	\$52,466.0000	\$104,932.00	Complete	Toro, 2014 model GM4100, 30608. Alternate bid: \$49,252 ea, total \$98,504 Toro 2014 GM4100 30449N

[Top of the Page](#)



Purchases Utilizing Sole Source of Supply

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

SUBJECT: Replacement Rotating Assembly FMPump

1 each – FMPump rotating assembly, complete rotating assembly with impeller, wear rings, mech seal with bronze sleeve.

FOR A TOTAL OF \$32,934.00

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

Department: PUBLIC WORKS & UTILITIES/SEWAGE TREATMENT DIVISION

Vendor	Reference Authority	Cost
DXP Pump & Power	Ordinance No. 35-856 Section 2 (b)	\$32,934.00

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 22, 2014**

- a. Lateral 437, Four Mile Creek Sewer to serve The Ranch Addition (south of 21st Street North, west of 159th Street East) (468-84919/744361/480053) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$361,800.00

- b. Westgate from the south line of Lot 29, Block C, southeast to the north line of Greenfield, on Greenfield from the east line of Westgate, west to the east line of Lark Lane and on Greenfield Circle from the east line of Greenfield, east to and including the cul-de-sac and that sidewalk be constructed on Westgate and Greenfield to serve Southern Ridge 4th Addition (south of Pawnee, west of Maize) (472-85045/766310/490331) Does not affect existing traffic. (District IV) - \$170,000.00

City of Wichita
City Council Meeting
July 22, 2014

TO: Mayor and City Council

SUBJECT: Petition for Sidewalk in Oak Creek Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signature on the petition represents 100% of the improvement district. The petition is valid per Kansas Statute 12-6a01.

Analysis: The project will provide sidewalk along 21st Street North between Chateau and Oak Creek Parkways, in a new commercial development located south of 21st Street North, west of Greenwich Road.

Financial Considerations: The estimated project cost is \$48,000, with 100% being assessed to the improvement district on a square foot basis.

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

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, petition, and resolution.



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85180

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: Jul 22, 2014

REQUEST DATE: _____

PROJECT #: _____

PROJECT TITLE: 21st St N Sidewalk in Oak Creek Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 21st St N Sidewalk in Oak Creek Addition

OCA #: _____

OCA TITLE: 21st St N Sidewalk in Oak Creek Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$48,000.00</u>	<u>2999 Contractuals</u>	<u>\$48,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$48,000.00

EXPENSE TOTAL: \$48,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

DIVISION HEAD: _____

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

[Handwritten Signature: Gary Jones]
[Handwritten Signature: Alex ...]

Print Form

DATE: 07/08/14

DATE: 7/3/14

DATE: _____

DATE: _____

4

SIDEWALK PETITION

RECEIVED
JUN 26 2014
CITY-ENGINEERING

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described within an addition as follows:

472-85180

OAK CREEK
LOTS 1, 2 and 4, BLOCK 2

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a sidewalk along the south side of 21st Street between Chateau Parkway and Oak Creek Parkway, in Wichita, along Lot 1, 2 and 3 Block 2, Oak Creek Addition. That said sidewalk between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being **Forty Eight Thousand Dollars (\$48,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of June 1, **2014**.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **square foot** basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

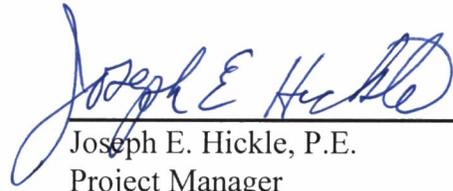
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
OAK CREEK <u>BLOCK 2</u> Lots 1, 2 and 4	SLAWSON COMPANIES By:  David A. Hambrick, Vice President	6/12/14

AFFIDAVIT

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



Joseph E. Hickle, P.E.
Project Manager

303 S. Topeka, Wichita, KS 67202

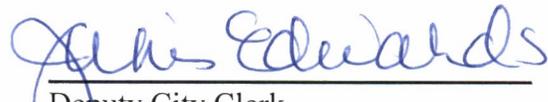
Address

(316) 262-2691

Telephone Number

Sworn to and subscribed before me this 26 day of June, 2014.





Deputy City Clerk

**Professional Engineering
Consultants, P.A.**
303 S. Topeka
Wichita, Kansas 67202
Phone (316)262-2691

**21st STREET SIDEWALK
CITY OF WICHITA, KS**

PEC PROJECT NO. 35-14407-0042

Prepared by: JEH
Estimate Date: 6/2/2014

**PEDESTRIAN SIDEWALK
CHATEAU PARKWAY TO
OAK CREEK PARKWAY**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	CONTRACTOR CONSTRUCTION STAKING	1	LS	\$ 3,000.00	\$ 3,000.00
2	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
3	800 LF OF 6 FOOT-4" CONCRETE SIDEWALK	4800	SF	\$ 3.50	\$ 16,800.00
4	WHEELCHAIR RAMPS	2	EA	\$ 750.00	\$ 1,500.00
5	TEMP. SEEDING	0.53	AC	\$ 1,200.00	\$ 636.00
6	TRAFFIC CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00
7	EROSION CONTROL	1	LS	\$ 3,000.00	\$ 3,000.00
8	PERM. SEEDING	0.53	AC	\$ 1,200.00	\$ 636.00
9					\$ -
10					\$ -
11					
12					
13					

Total Construction Estimate	\$	33,072.00
15% Contingency Costs		\$4,960.80
30% Project Costs		\$9,921.60
Total Project Costs	\$	47,954.40

132019

First Published in the Wichita Eagle on July 25, 2014 and August 1, 2014

RESOLUTION NO. 14-203

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **SIDEWALK ALONG THE SOUTH SIDE OF 21ST STREET BETWEEN CHATEAU PARKWAY AND OAK CREEK PARKWAY, IN WICHITA ALONG LOT 1, 2 AND 3, BLOCK 2, OAK CREEK ADDITION (SOUTH OF 21ST, WEST OF GREENWICH) 472-85180** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **SIDEWALK ALONG THE SOUTH SIDE OF 21ST STREET BETWEEN CHATEAU PARKWAY AND OAK CREEK PARKWAY, IN WICHITA ALONG LOT 1, 2 AND 3, BLOCK 2, OAK CREEK ADDITION (SOUTH OF 21ST, WEST OF GREENWICH) 472-85180** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a **sidewalk along the south side of 21st Street between Chateau Parkway and Oak Creek parkway, in Wichita along Lot 1, 2 and 3, Block 2, Oak Creek Addition (south of 21st, west of Greenwich) 472-85180.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty-Eight Thousand Dollars (\$48,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

OAK CREEK

Lots 1, 2 and 4, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to

the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 22nd day of
July, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

City of Wichita
City Council Meeting
July 22, 2014

TO: Mayor and City Council
SUBJECT: Community Events – Food at the Fountains (District I)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Kary Taylor is coordinating Food at the Fountains with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Food at the Fountains July 27, August 24, September 28, October 26, November 30 and December 28, 2014 11:00 am – 3:00 pm

- Water Street, Dewey Street to Waterman Street.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 22, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Condition Assessment of Wastewater Treatment Facilities and Lift Stations (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement and project budget

Background: In May 2013, following the wastewater bypass incident to the Arkansas River and the subsequent Kansas Department of Health & Environment (KDHE) Consent Order 13-E-BOW, the City agreed to develop a Capacity Maintenance Operations Management (CMOM) plan for the Public Works & Utilities Wastewater Utility. In addition to the CMOM self-assessment, the City agreed to do a three phase approach in evaluating wastewater infrastructure assets through condition and risk assessments to determine the relative risk of failure among the assets. Phase One included developing an enhanced surface water quality monitoring plan which was implemented in August, 2013. Phase Two included a condition assessment of Plant 2 and a portion of the CMOM. City staff and their consultants were able to perform the condition assessment at both Plant One and Two, as well as, the CMOM for the entire wastewater utility within the Phase One budget of \$460,000. The results of these assessments, along with a description of capital improvement projects recommended for mitigating the risk of asset failure was submitted for Council approval on January 14, 2014. Per the consent order, the City agreed to perform an additional assessment in 2014 for the remaining wastewater treatment plants (Four Mile Creek, Northwest Cowskin, and Mid-Continent, the 59 Sanitary Sewer Lift Stations, and components of the Water Treatment facility that have potential discharges that could impact the river). The estimated cost to perform this assessment was \$1.5 million dollars. However, as a result of work that was completed in Phase One, as well as, proposing to use the same service provider for Phase Three of this study, the proposed cost is \$802,000

Analysis: The engineering consultant, CH2M Hill, which performed the CMOM and 2013 condition assessment, developed a methodology that was thorough, pragmatic, and timely. It also met KDHE's approval. Staff recommends that the City retains CH2M Hill with a supplemental agreement to proceed with the 2014 condition and risk assessment. Because the background was completed in the 2013 study, this will assure that the study is done in a timely manner and minimize City and consultant staff time to develop a new approach.

Financial Considerations: The fee to perform this Condition and Risk Assessment Study is \$ 802,000. Funding for the condition assessment was initiated and approved on January 14, 2014 and is included in the revised operation budget in the Sewage Treatment Division.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department. Failure to perform this assessment in 2014 will violate the consent order between the City and KDHE.

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

Attachments: Agreement and Compliance Schedule.

SUPPLEMENTAL AGREEMENT NO. 1

to the

AGREEMENT FOR PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

and

CH2M HILL Engineers, Inc. HEREINAFTER CALLED "ENGINEER"

for

SEWER AND WATER CONDITION ASSESSMENT 2013

PROJECT NO. 468-84848

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering professional services to Assess the Condition of the CITY's Sewer and Water Systems.

WHEREAS, Paragraph IV.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for further Condition Assessment of the Sewer and Water Systems and receive additional compensation (as revised herein);

NOW THEREFORE, the parties hereto mutually agree as follows:

The work will be conducted under the direction of the City Engineer or his designated representative, with milestone reviews. The major components of this PROJECT will include, but not be limited to:

1. Conduct a physical asset condition assessment.
2. Assess the risk of mission failure.
3. Develop options to reduce risk.

The facilities to be addressed under this contract include:

1. Cowskin Creek Water Quality Reclamation Facility (Northwest WWTP #3)
2. Four-Mile Creek Water Quality Reclamation Facility (FMC WWTP #4)
3. Mid-continent Water Quality Reclamation Facility (MCP WWTP #5)
4. Sanitary Sewer Collection System Lift Stations (58 total lift stations)
5. Sanitary Sewer Collection System (2,000 miles of piping)
6. Central Water Treatment Plant

A detailed scope of services is attached as Exhibit A, attached hereto and incorporated into this Supplemental Agreement No. 1. All services to be performed under this Supplemental Agreement No. 1 shall be commenced immediately upon execution of this Supplemental Agreement No. 1 in accordance with the Milestone Schedule set forth in Exhibit B, attached hereto and incorporated into this Supplemental Agreement No. 1. Compensation for completed work shall be in accordance with the terms of this Supplemental Agreement No. 1 as reflected in Exhibit C, attached hereto and incorporated into this Supplemental Agreement No. 1.

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required to assess the condition of the CITY's sewer and water systems and to perform 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 the SCOPE OF SERVICES (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 writings, calculations, sketches, drawings and models such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses, for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its 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 or its authorized representative for inspection.
- 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 Non-Discrimination and Equal Opportunity/Affirmative Action Program Requirements as set forth in Exhibit "D" 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 B; 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, writings, models, 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, alternation 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. Available data and materials shall be provided to the ENGINEER in a timely fashion.
- B. To provide CITY 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 shall be time related charges for labor, per attached rate table shown in Exhibit "C" and direct expenses, but the total of all payments shall not exceed \$802,000.00 and may be less than the estimated amount.
- B. During the progress of work covered by this agreement, partial payments may be made to the ENGINEER monthly. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project Gantt chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.
- C. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional services not covered by the scope of this agreement.
 3. Administration related to this PROJECT
 4. A major change in the scope of services for the PROJECT.
- D. 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. The Study Report, model(s), presentation materials, and any other work produced under this Agreement which may be copyrighted shall become the property of the CITY upon completion, and there shall be no restriction or limitation on the further use of said works by the City. The parties hereto intend the CITY to have copyright ownership in the works produced hereunder, as "works made for hire" under the provisions of United States copyright laws. In the event any of the works is ever determined not to constitute or qualify as a "work made for hire," ENGINEER agrees to grant the CITY a perpetual, royalty-free and irrevocable license to reproduce, publish and/or otherwise use and authorize others to use such works. 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 therefore.
- 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 Supplemental Agreement No. 1 as of this _____ day of _____, 2014.

CITY OF WICHITA

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

CH2M HILL Engineers, Inc.

Kevin Heffernan, Business Vice President

ATTEST:

SCOPE OF SERVICES
CITY OF WICHITA, KANSAS
SUPPLEMENTAL AGREEMENT NO. 1
SEWER AND WATER CONDITION ASSESSMENT 2013
(Project No. 468-84848)

Introduction

CH2M HILL Engineers, Inc. (ENGINEER) will conduct an assessment of the City of Wichita's (CITY) water and wastewater infrastructure to determine the relative risk of infrastructure asset failure and identify risk mitigation options to reduce the risk of failure to acceptable levels.

This project includes the following infrastructure:

Water Infrastructure	Wastewater Infrastructure
<ul style="list-style-type: none">- Central Water Treatment Plant	<ul style="list-style-type: none">- Cowskin Creek Water Quality Reclamation Facility (WQRF) (Northwest Wastewater Treatment Plant (WWTP) #3)- Four-Mile Creek WQRF (FMC WWTP #4)- Mid-Continent WQRF (MCP WWTP #5)- Sanitary Sewer Collection System Lift Stations (58 total lift stations)- Sanitary Sewer Collection System (2,000 miles of piping)

Project Management

Purpose: Establish and maintain effective communication and project scope, schedule, and budget control throughout the duration of the project.

ENGINEER will perform the following activities:

1. Develop a Project Management Plan (PMP):
 - 1.1. Field Safety Instructions (FSI) will be developed and updated as needed to reflect work for this project.
 - 1.2. Project team instructions and work plans will be developed for direction in completing the scope of work.
 - 1.3. Quality Management Plan will be developed for quality assurance/quality control (QA/QC) activities to be accomplished during the scope of work.
 - 1.4. Procedure for managing security sensitive documents and electronic files will be developed.

2. Project Oversight
 - 2.1. Plan, coordinate and oversee risk and condition assessment team activities.
 - 2.2. Participate in monthly coordination meetings with CITY Engineer or designated City Project Manager.
3. Progress Reporting and Invoicing:
 - 3.1. Prepare monthly progress reports and invoices for submittal to CITY Engineer or designated City Project Manager.
 - 3.2. Subconsultant Agreement and Administration; Subconsultant contracts will be established for selected asset condition assessments and risk reduction alternative development and cost estimating.

Project Management Deliverables:

1. Project Management Plan including Field Safety Instructions, Quality Management Plan, Project Team Work Plan, and Document Control Procedures for security sensitive documents and electronic files. Deliverables will include electronic copies only.
2. Monthly Progress Status Reports and Invoices.

Other Project Management Assumptions:

1. Six monthly coordination meetings in Wichita will be attended by the Project Manager with two of these meetings attended by the Project Director.
2. Up to two Kansas Department of Health and Environment (KDHE) review workshops, in Topeka as directed by the CITY, will be attended by the Project Manager.
3. Two subconsultant agreements are anticipated to be executed and administered.

Project Tasks

Task 1.1: Asset Management Framework

Subtask 1.1.1 Establish Levels of Service (LOS)

ENGINEER will review the Utility’s current LOS and targets, as well as performance measures and targets, and will update service level categories from the original scope of work as required. Our experience with developing asset management programs for many other utilities suggests that six categories of service levels are typically appropriate. A half-day workshop with the Utilities Asset Management (UAM) Team will be held to establish the levels of service and their targets.

In a half-day workshop, ENGINEER will work with the UAM Team to review and update the criteria and scoring systems used during the original scope of work for quantifying the consequence and likelihood of asset failure. Since failure is defined as an asset not meeting its desired level of service, the criteria and scoring system for consequence of failure will be aligned with the levels of service established. The likelihood of failure criteria and scoring system will

also be developed with the UAM Team. Both scoring systems will be designed as a matrix.

Task 1.2: Treatment Plants Condition Assessment – WWTP #3, WWTP #4, and WWTP #5

Subtask 1.2.1 Gather Information and Data

At the beginning of the project, ENGINEER will request information and data concerning the wastewater treatment plants. Additional and more specific information and data will likely be requested during the course of the project. If specific asset data are not documented and require extensive staff interviews to gather, ENGINEER will notify the CITY of the estimated additional effort required before beginning to gather that information. Examples of the initial information and data request will include the following:

Expense Budget by line-item ¹	Description of facilities and site plans
Capital Budget by project ¹	Asset register (i.e., inventory with detail)
Actual expenditures by line item and project ²	Operating reports
Safety inspection reports ²	Maintenance / repair records
Safety incident reports ²	Maintenance schedules
Levels of service targets and actual ²	Standard Operating Procedures
Performance measure targets and actual ²	Condition and performance assessment results
Description of CMMS, GIS, other IT applications	Work order reports (open, completed, backlog, etc.)

¹ Current, proposed, and past 3-years

² Year-to-date and past three years

Subtask 1.2.2 Develop Asset Hierarchy

ENGINEER will work with the UAM Team to develop a high-level asset hierarchy for the infrastructure assets included in the scope of work using data from field visits, existing drawings, databases, and staff knowledge. The asset hierarchy comprises individual major assets and logical groups of minor assets in a “parent-child” relationship. The “depth” of the hierarchy depends on the type of asset and may extend to the fourth or fifth level of the hierarchy, or beyond. ENGINEER will prepare a draft asset hierarchy, similar to the asset hierarchy in the original scope of work, for review by the UAM Team.

Subtask 1.2.3 Perform Initial Risk Assessment

ENGINEER will work with the UAM Team to evaluate assets and asset groups by applying the Top-Down approach to the asset hierarchy. Assets will be evaluated down to the fourth or fifth level of the asset hierarchy for consequence and likelihood of failure, as appropriate, based on the risk of the parent asset. Input from the UAM Team is crucial to understanding and scoring both the consequence of failure and the likelihood of failure. ENGINEER will also review available asset records and data from sources, such as work order management systems, and query staff to obtain information on asset performance and condition. Consequence and likelihood will be quantified using the matrices developed in Subtask 1.1.1. The relative risk among the individual major assets and asset groups will then be calculated using an Excel spreadsheet. The assets and asset groups will be prioritized by risk, consequence and likelihood of failure, and then presented in a meeting with the UAM Team for discussion and for determination of an acceptable level of risk.

Subtask 1.2.4 Planning for On-Site Condition Assessments

Based upon the results of the initial risk assessment, ENGINEER will prepare a prioritized list of assets recommended for field condition assessment. In general, higher priority will be given to assets having a relatively high consequence score and for which the level of confidence in staff's knowledge of the assets' physical condition is not high (i.e., a detailed condition assessment has not recently been performed). The prioritized list will be presented to the UAM Team for comments, additions and deletions. The list will be finalized indicating the selected assets to be assessed, and a schedule for conducting on-site condition assessments will be prepared. The following are examples of asset categories that may be included in the condition assessment plan.

- Pumps
- Motors (electric)
- Vacuum systems
- Compressed air systems
- Piping (exposed)
- Electrical equipment
- Boilers
- Heat exchangers
- Instrumentation
- Valves (exposed)
- Generators
- Tanks
- Blowers
- Vaults
- Misc. mechanical

For each of the assets selected for a field condition assessment, ENGINEER will review available information on the assets' characteristics, drawings, maintenance history, and data from instrumentation/SCADA systems. ENGINEER will then conduct a half-day workshop with the UAM Team to develop a common understanding of the information to be collected for each asset category, and decide on the set of criteria to be used in the condition assessments. The condition assessment workshop will be facilitated to reach consensus on the data to be collected and the actual data collection process to be used. The selected criteria and asset data will be uploaded into ENGINEER's Asset Condition Evaluation System (ACES).

Subtask 1.2.5 Conducting On-Site Condition Assessments

The ENGINEER's condition assessment team(s) will consist of individuals experienced in water and wastewater electrical systems, mechanical systems and instrumentation, including SCADA systems. Should condition assessments of structural, architectural or building components be necessary, appropriate experts will be added to the condition assessment team(s). Condition assessment team members will evaluate the apparent condition of the assets using direct observation methods and the criteria selected in Subtask 1.2.4.

While most condition assessment factors will be specific to the type of asset being assessed, the following are general condition assessment factors that are common to several types of assets:

- Corrosion (visual inspection only)
- Lack of evidence of preventive maintenance
- Lack of evidence of calibration
- Evidence of wear or deterioration
- Inability of asset to perform designated function
- Excessive vibration
- Thermographic results
- Unusual noise, heat or smell
- Safety issues
- Compliance with current equipment standards and parts availability

Information will be captured using laptops, tablets or other hand-held devices running the ACES application. All assets will be graded in accordance with the guidance of the International Infrastructure Management Manual, using a condition grade of one (1) through five (5), with one (1) being very good and five (5) being very poor. Digital photos will be taken of assets receiving a condition grade of 3, 4 or 5. Notes will be maintained to assist the condition assessment team, including those assets which are outliers (i.e., near new, or obviously nearing end of useful life).

Subtask 1.2.6 Risk Assessment Refinement and Report

The initial risk assessment conducted under Subtask 1.2.3 will be refined by updating the initial condition score of assets with the actual condition score determined from the on-site condition assessments. If a condition assessment was not done for an asset, the initial condition score will be retained. Asset risk will be recalculated, and an updated ranking of assets by relative risk and likelihood of failure will be developed. The rankings will be presented to the UAM Team in a half-day workshop. The UAM Team will be asked to select assets to be addressed in the next subtask (1.2.7) of identifying and evaluating risk reduction options.

Subtask 1.2.7 Identify and Evaluate Risk Reduction Options

Once the relative risk of the assets and asset groups is finalized, ENGINEER will work with the UAM Team to identify risk reduction options for those assets having an unacceptable level of risk. Risk reduction options may include capital improvement projects, modification of O&M protocols, or other actions that can lead to a reduction in the consequence and/or likelihood of asset failure.

ENGINEER will develop order-of-magnitude cost estimates and determine the degree of risk reduction for each option selected, calculate the expected ratio of risk reduction-to- cost, and present the results in the Infrastructure Risk Report, Task 1.6, to the UAM Team. Costs will be developed based on ENGINEER’s cost data and input from the CITY’s staff. In a facilitated half-day workshop, the UAM Team will consider the ratio of risk reduction-to- cost along with other selected attributes for ranking the options for future implementation.

Task 1.3: Sanitary Sewer Collection System Lift Stations

Subtask 1.3.1 Gather Information and Data

At the beginning of the project, ENGINEER will request information and data concerning the sanitary sewer collection system lift stations. Additional and more specific information and data will likely be requested during the course of the project. If specific asset data are not documented and require extensive staff interviews to gather, ENGINEER will notify the CITY of the estimated additional effort required before beginning to gather that information. Examples of the initial information and data request will include the following:

Expense Budget by line-item ¹	Service area maps
Capital Budget by project ¹	Master Plans / Facility Plans
Actual expenditures by line item and project ²	Description of facilities and site plans
Safety incident reports ²	Asset register (i.e., inventory with detail)
Safety inspection reports ²	Operating reports
Levels of service targets and actual ²	Maintenance / repair records
Performance measure targets and actual ²	Maintenance schedules
Condition and performance assessment results	Standard Operating Procedures
Description of CMMS, GIS, other IT applications	Work order reports (open, completed, backlog, etc.)

¹ Current, proposed, and past 3-years

² Year-to-date and past three years

Subtask 1.3.2 Develop Asset Hierarchy

ENGINEER will work with the UAM Team to develop a high-level asset hierarchy for the infrastructure assets included in scope of work based on data from field visits, existing drawings, databases, and staff knowledge. The asset hierarchy comprises individual major assets and

logical groups of minor assets in a “parent-child” relationship. The “depth” of the hierarchy depends on the type of asset and may extend to the fourth or fifth levels of the hierarchy, or beyond. ENGINEER will prepare draft asset hierarchy for review by the UAM Team.

Subtask 1.3.3 Perform Initial Risk Assessment

ENGINEER will work with the UAM Team to evaluate assets and asset groups by applying the Top-Down approach to the asset hierarchy. Assets will be evaluated down to the fourth or fifth level of the asset hierarchy for consequence and likelihood of failure, as appropriate, based on the risk of the parent asset. Input from the UAM Team is crucial to understanding and scoring both the consequence of failure and the likelihood of failure. ENGINEER will also review available asset records and data from sources, such as work order management systems, and query staff to obtain information on asset performance and condition. Consequence and likelihood of failure will be quantified using the matrices developed in Subtask 1.1.1. The relative risk among the individual major assets and asset groups will then be calculated using an Excel spreadsheet. The assets and asset groups will be prioritized by risk, consequence and likelihood of failure, and presented in a meeting with the UAM Team for discussion and for determination of an acceptable level of risk.

Subtask 1.3.4 Planning for On-Site Condition Assessments

Based upon the results of the risk assessment, ENGINEER will prepare a prioritized list of assets recommended for field condition assessment. In general, higher priority will be given to assets having a relatively high consequence of failure score and for which the level of confidence in staff’s knowledge of the assets’ physical condition is not high (i.e., a detailed condition assessment has not recently been performed). The prioritized list will be presented to the UAM Team for comments, additions and deletions. The list will be finalized indicating the selected assets to be assessed, and a schedule for conducting on-site condition assessments will be prepared. The following are examples of asset categories that may be included in the condition assessment plan.

- Pumps
- Motors (electric)
- Vacuum systems
- Compressed air systems
- Electrical equipment
- Instrumentation
- Generators
- Tanks
- Piping and valves (exposed)
- Vaults

For each of the assets selected for field condition assessment, ENGINEER will review available information on the assets’ characteristics, drawings, maintenance history, and data from instrumentation/SCADA systems. ENGINEER will then conduct a half-day workshop with the UAM Team to develop a common understanding of the information to be collected for each asset

category, and decide on the set of criteria to be used in the condition assessments. ENGINEER will provide standardized asset condition assessment criteria and a flow chart of a standardized data collection process as a starting point for the workshop. The condition assessment workshop will be facilitated to reach consensus on the data to be collected and the actual data collection process to be used. The selected criteria and asset data will be uploaded into ENGINEER's Asset Condition Evaluation System (ACES).

Subtask 1.3.5 Conducting On-Site Condition Assessments

The ENGINEER's condition assessment team(s) will consist of individuals experienced in water and wastewater electrical systems, mechanical systems and instrumentation, including SCADA systems. Should condition assessments of structural, architectural or building components be necessary, appropriate experts will be added to the condition assessment team(s). Condition assessment team members will evaluate the apparent condition of the assets using direct observation methods and the criteria selected in Subtask 1.3.4.

While most condition assessment factors will be specific to the type of asset being assessed, the following are general condition assessment factors that are common to several types of assets:

- Corrosion (visual inspection only)
- Lack of evidence of preventive maintenance
- Lack of evidence of calibration
- Evidence of wear or deterioration
- Inability of asset to perform designated function
- Excessive vibration
- Thermographic results
- Unusual noise, heat or smell
- Safety issues
- Compliance with current equipment standards and parts availability

Information will be captured using laptops, tablets or other hand-held devices running the ACES application. All assets will be graded in accordance with the guidance of the International Infrastructure Management Manual, using a condition grade of one (1) through five (5), with one (1) being very good and five (5) being very poor. Digital photos will be taken of assets receiving a condition grade of 3, 4 or 5. Notes will be maintained to assist the condition assessment team, including those assets which are outliers (i.e., near new, or obviously nearing end of useful life).

Subtask 1.3.6 Risk Assessment Refinement and Report

The initial risk assessment conducted under Subtask 1.3.3 will be refined by updating the initial condition score of assets with the actual condition score determined from the on-site condition assessments. If a condition assessment was not done for an asset, the initial condition score will be kept. Asset risk will be recalculated, and an updated ranking of assets by relative risk and likelihood of failure will be developed. The rankings will be presented to the UAM Team in a half-day workshop.

Subtask 1.3.7 CIP Development for Rehabilitation and Replacement

Once the relative risk of the assets and asset groups is finalized, ENGINEER will work with the UAM Team to develop a 10 year Capital Improvement Plan (CIP) for the rehabilitation and replacement of the lift stations. ENGINEER will develop order-of-magnitude cost estimates and anticipated improvement schedules to be included in the CIP. Costs will be developed based on ENGINEER's cost data and input from the CITY's staff. In a facilitated half-day workshop, the UAM Team will review the CIP document and make changes as required. The CIP document will not include any recommendations for sizing, capacity expansion, addition of odor control, or other improvements. The intention of the CIP document is to indicate when equipment would need to be rehabilitated or replaced in order to maintain the current levels of service.

Task 1.4: Sanitary Sewer Collection System

Subtask 1.4.1 Gather Information and Data

At the beginning of the project, ENGINEER will request information and data concerning the wastewater collection system. The wastewater collection system is defined as infrastructure related to the conveyance of wastewater through gravity and pressure pipelines, excluding pumping stations. It would include gravity pipelines, pressure pipelines, manholes, control structures, and air release valves. In concert with the project's immediate focus on gathering asset data, a number of criteria and policies will be established to meet the project and long-term goals. These will include the following asset information and data;

- Physical data for location, size, type, material, etc.;
- Function such as flow capacity (both gravity and pressure), regulatory, structural loading;
- Current condition and remaining life;
- Current maintenance, inspection and repair activities;
- Scheduled capital improvement;
- Forecast and planning for future wastewater flows and system growth/expansion to be provided by the City.

These will be drafted at the outset of this project, refined as appropriate during the project, and included in the project summary report.

Subtask 1.4.2 Review City Provided Asset Hierarchy

ENGINEER will work with the UAM Team to review a high-level asset hierarchy for the infrastructure assets from existing City developed asset hierarchy. It is assumed the City has developed the asset hierarchy from existing drawings, operational procedures, maintenance records, work orders, databases, and staff knowledge. The asset hierarchy comprises individual major assets and logical groups of minor assets in a "parent-child" relationship. The "depth" of the hierarchy depends on the type of asset and may extend to the fourth or fifth level of the hierarchy, or beyond. ENGINEER will include the City provided (electronically in word or excel format) asset hierarchy in the final report deliverable.

Subtask 1.4.3 Review the Collection System Condition Assessment Program

ENGINEER will work with the UAM Team to evaluate the City's current Condition Assessment Program of the Collection System. The review will include:

- How closed circuit television (CCTV) inspections are conducted and CCTV inspection findings, reports and recordings;
- How assets are prioritized regarding risk, condition, defects, etc.;
- How assets are operated and maintained.

ENGINEER will also review available asset records and data from sources, such as work order management systems, and query staff to obtain information on asset performance and condition. Current collection system consequence and likelihood of failure risks will be compared to the matrices developed in Subtask 1.1.1.

The review of the condition assessment program will also be determined, in part, from the City's O&M and engineering staff for identified areas of the systems of greatest concerns such as frequently reported overflows, hot-spots, and other chronic maintenance-related issues.

- Areas known and identified by City O&M and Engineering personnel as a historic or suspected problem area (sometimes referred to as "bad actors");
- Assets such as those that would have "high consequence of failure" as determined by their function and nature of their respective upstream service areas (i.e. assets that are located in areas of strategic concern) and high probability of failure;
- Statistical sampling of assets selected or grouped based on function, location, age, diameter/size, materials of construction, and depth;

Subtask 1.4.4 Report on Collection System Condition Assessment Program

The findings of the Condition Assessment Program review will be presented in the technical memorandum report listed in Subtask 1.6. The report will acknowledge procedures being completed well with the collection system condition assessment program and procedures that need to be improved. The report will provide guidance and recommendations for improving the condition assessment program with the goal to improve the collection system's performance, meet levels of service, and reduce risk of the system.

Task 1.5: Central Water Treatment Plant

Subtask 1.5.1 Gather Information and Data

At the beginning of the project, ENGINEER will request information and data concerning water treatment plant assets that discharge directly to surface water. Additional and more specific information and data will likely be requested during the course of the project. If specific asset data are not documented and require extensive staff interviews to gather, ENGINEER will notify the

CITY of the estimated additional effort required before beginning to gather that information. Examples of the initial information and data request will include the following:

Safety incident reports ²	Description of facilities and site plans
Safety inspection reports ²	Asset register (i.e., inventory with detail)
Description of training program	Operating reports
Levels of service targets and actual ²	Maintenance / repair records
Performance measure targets and actual ²	Maintenance schedules
Condition and performance assessment results	Standard Operating Procedures
Description of CMMS, GIS, other IT applications	Work order reports (open, completed, backlog, etc.)

¹ Current, proposed, and past 3-years

² Year-to-date and past three years

Subtask 1.5.2 Develop Asset Hierarchy

ENGINEER will work with the UAM Team to develop a high-level asset hierarchy for the infrastructure assets included in the scope of work using data from field visits, existing drawings, databases, and staff knowledge. The asset hierarchy comprises individual major assets and logical groups of minor assets in a “parent-child” relationship. The “depth” of the hierarchy depends on the type of asset and may extend to the fourth or fifth level of the hierarchy, or beyond. ENGINEER will prepare draft asset hierarchy, similar to the asset hierarchy in the original scope of work, for review by the UAM Team.

Subtask 1.5.3 Perform Initial Risk Assessment

ENGINEER will work with the UAM Team to evaluate assets and asset groups by applying the Top-Down approach to the asset hierarchy. Assets will be evaluated down to the fourth or fifth level of the asset hierarchy for consequence and likelihood of failure, as appropriate, based on the risk of the parent asset. Input from the UAM Team is crucial to understanding and scoring both the consequence of failure and the likelihood of failure. ENGINEER will also review available asset records and data from sources, such as work order management systems, and query staff to obtain information on asset performance and condition. Consequence and likelihood of failure will be quantified using the matrices developed in Subtask 1.1.1. The relative risk among the individual major assets and asset groups will then be calculated using an Excel spreadsheet. The assets and asset groups will be prioritized by risk, consequence and likelihood of failure, and presented in a meeting with the UAM Team for discussion and for

determination of an acceptable level of risk.

Subtask 1.5.4 Planning for On-Site Condition Assessments

Based upon the results of the risk assessment, ENGINEER will prepare a prioritized list of assets recommended for field condition assessment. In general, higher priority will be given to assets having a relatively high consequence of failure score and for which the level of confidence in staff's knowledge of the assets' physical condition is not high (i.e., a detailed condition assessment has not recently been performed). The prioritized list will be presented to the UAM Team for comments, additions and deletions. The list will be finalized indicating the selected assets to be assessed, and a schedule for conducting on-site condition assessments will be prepared. The following are examples of asset categories that may be included in the condition assessment plan.

- Pumps
- Motors (electric)
- Vacuum systems
- Compressed air systems
- Electrical equipment
- Boilers
- Heat exchangers
- Instrumentation
- Generators
- Tanks
- Piping and valves (exposed)
- Vaults
- Blowers
- Miscellaneous mechanical equipment

For each of the assets selected for field condition assessment, ENGINEER will review available information on the assets' characteristics, drawings, maintenance history, and data from instrumentation/SCADA systems. ENGINEER will then conduct a half-day workshop with the UAM Team to develop a common understanding of the information to be collected for each asset category, and decide on the set of criteria to be used in the condition assessments. ENGINEER will provide standardized asset condition assessment criteria and a flow chart of a standardized data collection process as a starting point for the workshop. The condition assessment workshop will be facilitated to reach consensus on the data to be collected and the actual data collection process to be used. The selected criteria and asset data will be uploaded into ENGINEER's Asset Condition Evaluation System (ACES).

Subtask 1.5.5 Conducting On-Site Condition Assessments

The ENGINEER's condition assessment team(s) will consist of individuals experienced in water and wastewater electrical systems, mechanical systems and instrumentation, including SCADA systems. Should condition assessments of structural, architectural or building components be necessary, appropriate experts will be added to the condition assessment team(s). Condition assessment team members will evaluate the apparent condition of the assets using direct

observation methods and the criteria selected in Subtask 1.5.4.

While most condition assessment factors will be specific to the type of asset being assessed, the following are general condition assessment factors that are common to several types of assets:

- Corrosion (visual inspection only)
- Lack of evidence of preventive maintenance
- Lack of evidence of calibration
- Evidence of wear or deterioration
- Inability of asset to perform designated function
- Excessive vibration
- Thermographic results
- Unusual noise, heat or smell
- Safety issues
- Compliance with current equipment standards and parts availability

Information will be captured using laptops, tablets or other hand-held devices running the ACES application. All assets will be graded in accordance with the guidance of the International Infrastructure Management Manual, using a condition grade of one (1) through five (5), with one (1) being very good and five (5) being very poor. Digital photos will be taken of assets receiving a condition grade of 3, 4 or 5. Notes will be maintained to assist the condition assessment team, including those assets which are outliers (i.e., near new, or obviously nearing end of useful life).

Subtask 1.5.6 Risk Assessment Refinement and Report

The initial risk assessment conducted under Subtask 1.5.3 will be refined by updating the initial condition score of assets with the actual condition score determined from the on-site condition assessments. If a condition assessment was not done for an asset, the initial condition score will be retained. Asset risk will be recalculated, and an updated ranking of assets by relative risk and likelihood of failure will be developed. The rankings will be presented to the UAM Team in a half-day workshop. The UAM Team will be asked to select assets to be addressed in the next subtask (1.5.7) of identifying and evaluating risk reduction options.

Subtask 1.5.7 Identify and Evaluate Risk Reduction Options

Once the relative risk of the assets and asset groups is finalized, ENGINEER will work with the UAM Team to identify risk reduction options for those assets having an unacceptable level of risk. Risk reduction options may include capital improvement projects, modification of O&M protocols, or other actions that can lead to a reduction in the consequence and/or likelihood of asset failure.

ENGINEER will develop order-of-magnitude cost estimates and determine the degree of risk reduction for each option selected, calculate the expected ratio of risk reduction-to- cost, and present the results in the Infrastructure Risk Report, Task 1.6, to the UAM Team. Costs will be developed based on ENGINEER's cost data and input from the CITY's staff. In a facilitated half-day workshop, the UAM Team will consider the ratio of risk reduction-to- cost along with other selected attributes for ranking the options for future implementation.

Task 1.6: Prepare Infrastructure Risk Report

ENGINEER will prepare a technical memorandum report, to be included as an appendix in the already completed Capacity, Management, Operations, and Maintenance report dated December 2013, that will present the findings and results of the previous tasks. The report will include a description and categorization of the infrastructure assets, a description of the analytical techniques used, and details from the on-site condition assessments. The report will present the relative risk posed by assets, risk reduction capital renewal projects, maintenance actions, and recommendations for improving the management of the infrastructure assets. A draft report, in electronic format, will be submitted for review and approval before a final report is delivered. Electronic copies and 3 hard copies will be provided of the final report.

Project Assumptions

The following additional project assumptions are specific to the project.

1. WWTP #3, WWTP #4, WWTP #5, Lift Stations, and Central Water Treatment Plant condition assessments are limited to exposed assets; condition assessment of buried, below ground, subaqueous, and assets that are not accessible for close-up visual inspection are not included in this scope.
2. WWTP #3, WWTP #4, WWTP #5, Lift Stations, and Central Water Treatment Plant condition assessment of pipelines is limited to visual inspection of the exterior of exposed portions of the pipelines.
3. Sanitary Sewer Collection System condition assessment assumes no physical condition assessment performed under this contract. Inspections, CCTV, and condition assessments have previously been performed by CITY staff and will be made available to the assessment teams for review.
4. CITY staff will be available to accompany the condition assessment teams to provide access to facilities and assets, take necessary safety measures, and are able to turn equipment on and off as required.
5. Task 1.2.2 – Developing the asset hierarchy for WWTP #3, WWTP #4, and WWTP #5 will be limited to a maximum of 4,500 individual assets.
6. Task 1.2.5 – Conducting On-Site Condition Assessments for WWTP #3, WWTP #4, and WWTP #5 will be limited to a maximum of 450 individual assets for on-site condition assessment.
7. Task 1.2.7 – Identify and Evaluate Risk Reduction Options for WWTP #3, WWTP #4, and WWTP #5 will be limited to developing risk reduction options for a maximum of the 5 highest risk assets.

8. Task 1.3.2 – Developing the asset hierarchy for Lift Stations will be limited to a maximum of 1,160 individual assets
9. Task 1.3.5 – Conducting On-Site Condition Assessments for Lift Stations will be limited to a maximum of 1,160 individual assets for on-site condition assessment.
10. Task 1.3.7 – The CIP development for the rehabilitation and replacement of lift stations is assumed to be a 10 year time frame and includes budgetary cost and summary projections.
11. Task 1.4.3 – Reviewing the Sanitary Sewer Collection System will include a general overall review of Asset Management Program and reviewing specific assets, if necessary, will be limited to a maximum of 1% of the 2,000 miles of collection system piping or 20 miles of piping assets.
12. Task 1.5.2 – Developing the asset hierarchy for Central Water Treatment Plant will be limited to a maximum of 50 individual assets.
13. Task 1.6.5 – Conducting On-Site Condition Assessments for Central Water Treatment Plant will be limited to a maximum of 50 individual assets for on-site condition assessment.
14. Task 1.6.7 – Identify and Evaluate Risk Reduction Options for Central Water Treatment Plant will be limited to developing risk reduction options for a maximum of the 2 highest risk assets.
15. In providing opinions of cost, financial analyses, and economic feasibility projections, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, ENGINEER makes no warranty that the Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

EXHIBIT “B”

MILESTONE SCHEDULE
CITY OF WICHITA, KANSAS
SUPPLEMENTAL AGREEMENT NO. 1
SEWER AND WATER CONDITION ASSESSMENT 2013
(Project No. 468-84848)

This Exhibit B includes a summary of projected schedule milestones for the Supplemental Agreement No. 1 for Professional Services for the City of Wichita, Kansas Sewer and Water Condition Assessment 2013 project.

Task	Finish Date
Anticipated Notice to Proceed	July 9, 2014
<ol style="list-style-type: none">1. Project Management, Public Meetings, Council Meetings, Workshops, and EPMC2. Cowskin Creek Water Quality Reclamation Facility (Northwest WWTP #3) Condition Assessment3. Four-Mile Creek Water Quality Reclamation Facility (FMC WWTP #4) Condition Assessment4. Mid-continent Water Quality Reclamation Facility (MCP WWTP #5) Condition Assessment5. Sanitary Sewer Collection System Lift Stations (58 total lift stations) Condition Assessment6. Sanitary Sewer Collection System Condition Assessment7. Central Water Treatment Plant Condition Assessment	
Project Completion Date	December 31, 2014

EXHIBIT "C"

COMPENSATION
CITY OF WICHITA, KANSAS
SUPPLEMENTAL AGREEMENT NO. 1
SEWER AND WATER CONDITION ASSESSMENT 2013
(Project No. 468-84848)

This Exhibit C lists compensation for Supplemental Agreement No. 1 to the Sewer and Water Condition Assessment 2013 project. This Exhibit C supersedes all prior written or oral understandings of the compensation, and may only be changed by mutual agreement of both parties.

This is a billing rates contract with a not-to-exceed limit as defined in this attachment. ENGINEER cannot exceed the contract limit without prior written authorization from the CITY's Project Manager. As such, ENGINEER's compensation will be based upon the total hours worked on the Project by each employee, multiplied by the hourly rate for that employee or employee's job classification. Labor-related charges included in the hourly rate include salary rates, fringe benefits, general and administrative overhead, and profit. General and administrative overhead includes indirect expenses and costs not identifiable as directly allocable to individual projects. Direct expenses are charges, other than those included in time-related charges, incurred directly for the Project. Direct expenses and sub-consultant services, will be reimbursed at ENGINEERs' cost.

This is a task-based budget, so labor and expenses must be invoiced on a per-task basis. It is allowable, within reason, for ENGINEER to exceed the budget on a task(s) as long as ENGINEER's costs do not exceed the agreed upon contract limit.

Project Tasks

1. Project Management, Public Meetings, Council Meetings, Workshops, and EPMC
2. Cowskin Creek Water Quality Reclamation Facility (Northwest WWTP #3) Condition Assessment
3. Four-Mile Creek Water Quality Reclamation Facility (FMC WWTP #4) Condition Assessment
4. Mid-continent Water Quality Reclamation Facility (MCP WWTP #5) Condition Assessment
5. Sanitary Sewer Collection System Lift Stations (58 total lift stations) Condition Assessment
6. Sanitary Sewer Collection System Condition Assessment
7. Central Water Treatment Plant Condition Assessment

Project Total Cost \$802,000.00

Per Diem Code Hourly Labor Rate Schedule

Per Diem Codes	2014 Hourly Rates*	2015 Hourly Rates*	Typical Labor Billing Titles**
01	292.75	301.50	Sr. Program Manager; Sr. Technology Fellow
02	273.50	281.75	Program Manager, Technology Fellow
03	249.75	257.25	Senior Project Manager, Principal Technologist
04	219.25	225.75	Project Manager/Sr. Technologist
05	194.50	200.25	Associate Project Manager, Engineer Specialist
06	169.50	174.50	Project Engineer, Construction Manager 2
07	146.25	150.75	Associate Engineer, Construction Manager 1
08	122.25	126.00	Staff Engineer 2
09	103.75	106.75	Staff Engineer 1
10	103.75	106.75	Staff Engineer 0
11	159.25	164.00	Engineering/CAD Tech 5
12	133.25	137.25	Engineering/CAD Tech 4
13	115.25	118.75	Engineering/CAD Tech 3
14	96.75	99.75	Engineering/CAD Tech 2
15, 16	91.25	94.00	Engineering/CAD Tech 1
19	96.75	99.75	Office/Clerical/Accounting
19	60.75	62.50	Site Clerical; Site Project Accounting Assistant

** Hourly labor rates are subject to annual escalations*

***Hourly billing rates based on each individual's assigned per diem code; typical labor billing titles are provided for information only and are not a complete listing of available titles*

EXHIBIT "D"

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

**CITY OF WICHITA, KANSAS
SUPPLEMENTAL AGREEMENT NO. 1
SEWER AND WATER CONDITION ASSESSMENT 2013
(Project No. 468-84848)**

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

Attachment 1 Schedule of Compliance

Action	Required Date
PHASE 1	
1. Develop and submit a plan to KDHE for approval for a water quality monitoring network along the Arkansas River and within the Wichita city limits with a purpose of identifying impacts to the River potentially attributable to City of Wichita infrastructure.	July 1, 2013
2. Implement the water quality monitoring network approved in Item 1 of this Schedule of Compliance.	September 1, 2013
PHASE 2	
3. Complete a Capacity, Management, Operation, and Maintenance (CMOM)-like assessment for assessing Wichita Wastewater Treatment Plant 2 and develop a final report of the assessment. The final report shall be submitted to KDHE for approval and shall contain a proposed schedule of compliance for completing construction of risk reduction projects indentified in the report.	December 31, 2013
4. Meet with KDHE and negotiate a final Schedule of Compliance for Phase 2 Item 3, above, as Required by Consent Order 13-E-1 BOW.	December 31, 2013
PHASE 3	
5. Complete a Capacity, Management, Operation, and Maintenance (CMOM)-like assessments for Wichita Wastewater Treatment Plants 1, 3, 4, 5, and the City's wastewater pump/lift stations. Complete a risk assessment for the City's wastewater collection system and those components of the Water Treatment Plant that could pose a potential threat of discharge into the Arkansas River. Develop a final report of the assessments. The final report shall be submitted to KDHE for approval and shall contain a proposed schedule of compliance for completing construction of risk reduction projects identified in the report.	December 31, 2014
6. Meet with KDHE and negotiate a final Schedule of Compliance for Phase 3 Item 5, above, as Required by Consent Order 13-E-1 BOW.	December 31, 2014

City of Wichita
City Council Meeting
July 22, 2014

TO: Mayor and City Council Members

SUBJECT: Supplemental Design Agreement No. 2 for Redbud Multi-Use Path (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: On December 11, 2012, the City Council approved a design concept by Baughman Company which provided for a multi-use path from Hydraulic, near Murdock, to the intersection of 17th and Oliver, along an abandoned railroad corridor. On March 5, 2013, the City Council approved Supplemental Agreement No. 1 in the amount of \$100,000. The supplemental agreement provided design of artistic elements to be integrated into pause points and trailheads along the path.

Analysis: The project was bid for construction on May 9, 2014, with all bids exceeding the planned budget for construction by at least \$1.1 million. Two significant factors contributing to the overage are the additional artistic elements added with Supplemental Agreement No. 1 and the unexpected high cost of excavation and disposal of contaminated soil within the project limits. In an effort to reduce costs, staff and the design team identified a number of proposed changes that can be made without affecting functionality. Those elements are:

- Installation of the path on grade (eliminating excavation and soil disposal);
- Removal of lowerings at Piatt, Grove, and Green Streets;
- Removal of a portion of the seats in plaza areas;
- Utilization of local manufacturers for shade structures and arches;
- Break out of parking lot bid items;
- Revision of seeding limits; and
- Reduction of path clearing width.

The contaminated soil is primarily located in areas that sit at higher elevation. These areas were proposed to be lowered to enhance aesthetics and improve visibility. Installing the path at the existing grade and removing the lowerings at Piatt, Grove, and Green Streets will eliminate the need for costly excavation and soil disposal, but will not affect the functionality of the path. Additionally, visibility at the existing grade will still be sufficient for both pedestrian and vehicle use. The Kansas Department of Health and Environment requires sealing off the base of the path as a safety measure, which can still be achieved by installing the path at grade.

Sufficient seating will still be available for users in the plaza areas and temporary seating can still be used as needed. Additional cost savings is available through reducing the seeding limits and tree clearing on both sides of the path. These reductions allow the usable width of the path to be maintained and still provide a comfortable amount of clearance for users.

Supplemental Agreement No. 2 has been prepared to authorize Baughman to make the requested modifications to the design plan.

Financial Considerations: The cost of the design modifications is not to exceed \$10,000. Payment to Baughman for the extra work is on a cost not to exceed basis. With this supplemental agreement, the maximum total design fee will be \$276,820. Funding is available within the existing project budget, which was approved by the City Council on December 11, 2012. The approved budget includes Federal grants and General Obligation bond funding.

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

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

Attachments: Supplemental Agreement No. 2.

June 27, 2014

Mr. Phil Meyer, L.A.
Baughman Company, P.A.
315 Ellis
Wichita, KS 67211

Dear Mr. Meyer:

Attached is Supplemental Agreement #2 for Redbud Bikepath from I-135 & Hydraulic to 17th & Oliver. Please sign and return three (3) original signed copies. Upon approval of the supplemental agreement, a fully executed copy will be forwarded to you.

If you have any questions or need further information, please advise.

Sincerely,

Gary Janzen, P.E.
City Engineer

/mjs

Attachments

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 13, 2011

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated September 13, 2011) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **REDBUD MULTI-USE PATH** (Project No. 472-85007)

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Additional Design Modifications (see attached).

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement is a cost plus, not to exceed **\$10,000**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2014.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

BAUGHMAN COMPANY

(Name and Title)

ATTEST:

**City of Wichita
City Council Meeting
July 22, 2014**

TO: Mayor and City Council

SUBJECT: Change Order No. 4 for Improvements to William, Main to Emporia (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the change order.

Background: On December 18, 2012, the City Council approved a project to convert William Street, between Main and Emporia, from a one-way westbound street to a two-way street with one lane in each direction. The project also includes replacement of wheelchair ramps and significant modification of the traffic signals. The City Council approved a construction contract with Kansas Paving on September 10, 2013, in the amount of \$302,794. Construction began in October 2013. The following change orders have been processed for this project to date:

Change Order	Date Processed	Change Provided	Cost
No. 1	October 24, 2013	Administrative change required to split the encumbrance between two different organizational cost accounting numbers.	None
No. 2	January 7, 2014	Extended the contract completion time due to delays in traffic signal manufacturing and temperature restrictions.	None
No. 3	April 22, 2014	Lowered the meter and power supply for a traffic signal pole to meet electrical code, and provided construction of a new base to allow installation of a pedestrian push button pole. The contract completion time was extended to May 16, 2014.	\$29,637
Total contract cost to date:			\$332,431

Analysis: The basement of the City-owned Finney State Office Building, which is located on the northwest corner of the William and Broadway intersection, extends to the edge of the curb, directly beneath an existing sidewalk and wheelchair ramp. Record information used during design did not indicate the basement was within the right-of-way. As a result, the ceiling of the basement was damaged during removal of the wheelchair ramp. Change Order No. 4 has been prepared to authorize repairs to the ceiling, including setting forms, steel reinforcement, concrete work, and waterproofing. No extension of the contract completion time is required.

Financial Considerations: The estimated cost of the repair work is \$15,338, bringing the total contract cost to \$347,769. This change order plus Change Order No. 3 totals \$44,975, which represents 14.9% of the original contract amount and is within the 25% of contract cost limit set by City Council policy. Funding is available within the existing budget, which was approved by the City Council on December 18, 2012.

Legal Considerations: Change Order No. 4 has been reviewed and approved as to form by the Law Department. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Actions: It is recommended that the City Council approve Change Order No.4 and authorize the necessary signatures.

Attachments: Change Order No. 4.



June 30, 2014

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Kansas Paving

Project: William Street, Main to Emporia
2013 Traffic Signalization

Change Order No.: 4
Purchase Order No.: 340610
CHARGE TO OCA No.: 707043

Project No.: 472-85077/472-85073
OCA No.: 707042/707043
PPN: 211507/211508

Please perform the following extra work at a cost not to exceed \$15,338.00

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

Additional Work: Repair basement ceiling.

Reason for Additional Work: The basement of the building at Broadway and William extends to the back of curb, directly under the sidewalk and wheelchair ramp. While removing the wheelchair ramp, the basement ceiling was damaged and requires repair. Record information did not identify the building had a basement within City right-of-way. The repair includes setting forms, steel reinforcement, concrete work, and waterproofing.

Line #	KDOT #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
#New	N.A.	Basement Repair	Negotiated	1 LS	\$15,338.00	\$15,338.00
Total =						\$15,338.00

CIP Budget Amount:	\$275,000.00 (707042)	Original Contract Amt.:\$302,793.50
	\$525,000.00 (707043)		
Consultant:	Baughman	Current CO Amt.:\$15,338.00
Total Exp. & Encum. To Date:	\$371,877.74	Amt. of Previous CO's: \$29,637.23
CO Amount:	\$15,338.00	Total of All CO's:\$44,975.23
Unencum. Bal. After CO:	\$137,784.26	% of Orig. Contract / 25% Max.:	..14.85%
		Adjusted Contract Amt.:\$347,768.73

Recommended By: James Wagner, P.E.

Approved:

Steve Degenhardt, P.E. Date
Construction Division Manager

Gary Janzen, P.E. Date
City Engineer

Approved:

Approved:

Contractor Date

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

By Order of the City Council:

Date

Carl Brewer Date
Mayor

Attest:_____

City Clerk

City of Wichita
City Council Meeting
July 22, 2014

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

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On July 7, 2014, the Board of Building Code Standards and Appeals conducted hearings on the property listed below. The buildings on this property are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on this property.

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

<u>Property Address</u>	<u>Council District</u>
a. 1632 N Emporia	VI
b. 1907 S Hiram	IV
c. 1932 S Bonn	IV
d. 935 W Meikle	IV

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

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 attached resolutions to schedule a public hearing before the City Council on September 9, 2014 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one-story frame dwelling, about 28 x 40 feet in size. Vacant for a year, this structure has missing east foundation wall; broken and missing siding shingles; deteriorated composition roof with missing shingles; deteriorated wood front porch deck; exposed framing members; missing soffit; and rotted rafter tails and wood trim.

(b) Street Address: 1632 N Emporia

**(c) Owners:
Alfonzo & Connie Brown
515 Plum Blue Cir, Apt 301
Benton, KS 67017-8712**

(d) Resident Agent: none

(e) Occupant: none

**(f) Lienholders of Record:
Kansas Dept of Revenue
P.O. Box 12005
Topeka, KS 66612-2005**

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

**Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202**

**(g) Mortgage Holder(s):
Finney Properties
6505 E Central, Ste #206
Wichita, KS 67206**

**City of Wichita, Neighborhood Improvement Services
323 N Riverview
Wichita, KS 67203**

**(h) Interested Parties:
Laurie B Williams (Trustee)
300 W Douglas
Wichita, KS 67202**

DATE: July 7, 2014

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 1632 N Emporia

LEGAL DESCRIPTION: LOTS 131 AND 133, ON EMPORIA AVENUE, EAGLE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling, about 28 x 40 feet in size. Vacant for a year, this structure has missing east foundation wall; broken and missing siding shingles; deteriorated composition roof with missing shingles; deteriorated wood front porch deck; exposed framing members; missing soffit; and rotted rafter tails and wood trim.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON July 25, 2014 and August 1, 2014
RESOLUTION NO. 14-204**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 131 AND 133, ON EMPORIA AVENUE, EAGLE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1632 N EMPORIA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of July 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **9th day of September, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 131 AND 133, ON EMPORIA AVENUE, EAGLE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: 1632 N Emporia, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story frame dwelling, about 28 x 40 feet in size. Vacant for a year, this structure has missing east foundation wall; broken and missing siding shingles; deteriorated composition roof with missing shingles; deteriorated wood front porch deck; exposed framing members; missing soffit; and rotted rafter tails and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of July 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one-story frame dwelling about 33 x 45 feet in size. Vacant for at least 3 years, this structure has been damaged by fire. It has a fire damaged composition roof with holes; fire damaged vinyl siding; rotted wood siding; exposed, charred framing members; deteriorated wood trim; and the 28 x 35 foot accessory garage is deteriorated.

(b) Street Address: 1907 S Hiram Ave

**(c) Owners:
May Oneslager
211 S Clarence
Wichita, KS 67213**

(d) Resident Agent: none

(e) Occupant: none

**(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N Main
Wichita, KS 67203**

**Chris McElgunn, Attorney
301 N Main #1600
Wichita, KS 67202**

(i) Mortgage Holder(s): none

(j) Interested Parties: none

DATE: July 7, 2014

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1907 S Hiram Ave

LEGAL DESCRIPTION: LOTS 7 AND 9, BLOCK 13, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 33 x 45 feet in size. Vacant for at least 3 years, this structure has been damaged by fire. It has a fire damaged composition roof with holes; fire damaged vinyl siding; rotted wood siding; exposed, charred framing members; deteriorated wood trim; and the 28 x 35 foot accessory garage is deteriorated.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON July 25, 2014 and August 1, 2014
RESOLUTION NO. 14-205**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 7 AND 9, BLOCK 13, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1907 S HIRAM AVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of July 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **9th day of September, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 7 AND 9, BLOCK 13, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: 1907 S Hiram Ave, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story frame dwelling about 33 x 45 feet in size. Vacant for at least 3 years, this structure has been damaged by fire. It has a fire damaged composition roof with holes; fire damaged vinyl siding; rotted wood siding; exposed, charred framing members; deteriorated wood trim; and the 28 x 35 foot accessory garage is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of July 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A 36 x 56 foot manufactured home. Vacant for at about 2 years, this structure has a badly worn, sagging roof with holes and missing shingles; deteriorated block foundation walls; rotted and missing wood siding; collapsing front porch; and rotted soffit, fascia and wood trim.

(b) Street Address: 1932 S Bonn Ave

**(c) Owners:
William J Novascone
13629 E North Point Dr
Wichita, KS 67230-1436**

(d) Resident Agent: none

(e) Occupant: none

(f) Lienholders of Record: none

(k) Mortgage Holder(s): none

(l) Interested Parties: none

DATE: July 7, 2014

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 1932 S Bonn Ave

LEGAL DESCRIPTION: LOTS 24, 26, AND 28, BLOCK 13, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A 36 x 56 foot manufactured home. Vacant for at about 2 years, this structure has a badly worn, sagging roof with holes and missing shingles; deteriorated block foundation walls; rotted and missing wood siding; collapsing front porch; and rotted soffit, fascia and wood trim.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON July 25, 2014 and August 1, 2014
RESOLUTION NO. 14-206**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 24, 26, AND 28, BLOCK 13, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1932 S BONN AVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of July 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **9th day of September, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 24, 26, AND 28, BLOCK 13, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: 1932 S Bonn Ave, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A 36 x 56 foot manufactured home. Vacant for at about 2 years, this structure has a badly worn, sagging roof with holes and missing shingles; deteriorated block foundation walls; rotted and missing wood siding; collapsing front porch; and rotted soffit, fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of July 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one-story frame dwelling about 25 x 42 feet in size. Vacant and open, this structure has been badly damaged by fire. It has a badly fire-damaged roof with missing shingles and holes; fire damaged and missing vinyl siding; exposed, charred framing members; fire damaged wood trim; and the interior has been gutted by fire. The 14 x 18 foot accessory garage is deteriorated.

(b) Street Address: 935 W Meikle

(c) Owners:
Trista D Retana
935 W Meikle Rd
Wichita, KS 67217

(d) Resident Agent: none

(e) Occupant: none

(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita, KS 67202

Juan Retana
935 W Meikle Rd
Wichita, KS 67217

(g) Mortgage Holder(s): none

(h) Interested Parties: none

DATE: July 7, 2014

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 935 W Meikle

LEGAL DESCRIPTION: LOT 32, BLOCK A, DAVIS-WALKER ADDITION, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 25 x 42 feet in size. Vacant and open, this structure has been badly damaged by fire. It has a badly fire-damaged roof with missing shingles and holes; fire damaged and missing vinyl siding; exposed, charred framing members; fire damaged wood trim; and the interior has been gutted by fire. The 14 x 18 foot accessory garage is deteriorated.

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

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

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON July 25, 2014 and August 1, 2014
RESOLUTION NO. 14-207**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 32, BLOCK A, DAVIS-WALKER ADDITION, SEDGWICK COUNTY, KANSAS KNOWN AS 935 W MEIKLE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of July 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **9th day of September, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 32, BLOCK A, DAVIS-WALKER ADDITION, SEDGWICK COUNTY, KANSAS, known as: 935 W Meikle, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story frame dwelling about 25 x 42 feet in size. Vacant and open, this structure has been badly damaged by fire. It has a badly fire-damaged roof with missing shingles and holes; fire damaged and missing vinyl siding; exposed, charred framing members; fire damaged wood trim; and the interior has been gutted by fire. The 14 x 18 foot accessory garage is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of July 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
July 22, 2014

TO: Mayor and City Council

SUBJECT: Contract proposal for Closed Captioning of City Council Telecasts on City7

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the contract

Background: Closed captioning of City Council meeting telecasts was studied and discussed by City staff in 2008 and 2009. The use of closed captioning for televised meetings of the Wichita City Council was a recommendation of the Wichita/Sedgwick County Access Advisory Board which oversaw the implementation of the City's compliance with the Americans with Disabilities Act. Closed captioning of City Council meetings allows greater citizen participation in local government and is consistent with the City Council's emphasis on transparency and citizen engagement. On June 23, 2009, the City Council voted to approve a contract with Caption Colorado to provide closed captioning services for the City of Wichita. The contract with Caption Colorado has expired and a Staff Screening and Selection Committee representing the City Manager's Office, Purchasing, Law and other departments oversaw the issuance of an Request For Proposal (RFP). After reviewing the six responses, three finalists were selected and interviewed. All finalists met a defined criterion for accuracy, reliability and compatibility with current City7 telecast operations. The Staff Screening and Selection Committee chose the contract proposal of Caption Colorado as the most cost efficient and recommends its approval by the City Council. The Caption Colorado quote was approximately 13 percent lower than the next qualified vendor.

Analysis: Approval of the contract will allow for the continuation of closed captioning services for the City of Wichita.

Financial Considerations: The contract provides an hourly payment of \$88. In 2013 Caption Colorado was paid for 89.5 hours at \$90 an hour totaling \$8,055. If City Council meetings in 2015 result in 89.5 hours, at \$88 an hour the total cost would be \$7,876. Annual cost will vary depending on the actual length of weekly City Council meetings. Since the City of Wichita currently provides closed captioning for City Council meetings, there are no startup costs. Other costs include the provision of two phone lines at an annual charge of \$270 per line (total cost of \$540). All costs associated with closed captioning will be paid from the Broadcasting Budget which is funded by the General Fund.

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

Recommendations/Actions: It is recommended that the City Council approve the contract with Caption Colorado.

Attachments: Contract

CONTRACT
for
CLOSED CAPTIONING SERVICES FOR CITY 7

BLANKET PURCHASE ORDER NUMBER BP440053

THIS CONTRACT entered into this 1st day of August, 2014, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **CAPTION COLORADO, LLC** (Vendor Code Number – 823559-001), whose principal office is at 5690 DTC Blvd., Suite 500W; Greenwood Village, CO 80111, Telephone Number (800) 775-7838, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Closed Captioning Services for City 7** (Formal Proposal – FP440027) [Commodity Code Number 91525]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440027 [Commodity Code Number 91525] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP440027, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the following **unit price** for **Closed Captioning Services for City 7** for Formal Proposal – FP440027 [Commodity Code Number 91525] for the City Manager's Office as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of May 15, 2014, and as approved by the City Council on July 22, 2014.

Closed Captioning Services for City 7 for City Manager's Office/Communications Division **\$88.00 cost per hour**

TELEVISED MEETINGS (i.e. City Council Meetings and Workshops and Metropolitan Area Planning Commission Meetings)
Stenocaptioner to perform real-time closed captioning services as per specifications.

STUDIO PRODUCTION:

Stenocaptioner to perform closed captioning services for studio production as per specifications. **\$88.00 cost per hour**

TAPED PROGRAMS:

Stenocaptioner to perform closed captioning services for recorded programs as per specifications. **\$88.00 cost per hour**

3. **Term.** The term of this contract shall be effective from **August 1, 2014 through July 31, 2015** with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **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 **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

1. Comprehensive General Liability

Covering premises--operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

	Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
3.	<u>Workers' Compensation</u>	<u>Statutory</u>
	Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease

The Insurance Certificate must contain the following:

Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

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

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

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

8. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

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

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

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

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

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

ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

CAPTION COLORADO, LLC



Gary E. Rebenstorf
Director of Law *By [Signature]*



Signature

R T Columbus

Print Name

CEO

Title (Managing Member)

EXHIBIT A

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

City of Wichita
City Council Meeting
July 22, 2014

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing Amendment
Jabara Road Reconstruction and T-Hangar Expansion
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Amending Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare the intent to utilize general obligation bond funding for expenditures made on or after the date which is 60 days before the notice of said intent. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Resolution 13-059, adopted on April 2, 2013, authorized the issuance of general obligation bonds for the improvement identified as Jabara Road Reconstruction and T-Hangar Expansion at an estimated cost of \$2,438,000.

Analysis: On July 22, 2014, the City Council, sitting as the Wichita Airport Authority, will take action on a request to increase a capital budget for pavement reconstruction and T-hangar expansion at Colonel James Jabara Airport. To correspond with that action, this Amending Resolution reflects the revised estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget is \$3,500,000 (exclusive of interest on financing and administrative and financing costs) which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

Recommendation/Action: It is recommended that the City Council adopt the Amending Resolution and authorize the necessary signatures.

Attachments: Amending Resolution.

RESOLUTION NO. 14-208

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-059 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF IMPROVEMENTS TO CITY AIRPORT FACILITIES.

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

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the outstanding principal amount of general obligation bonds issued pursuant to the Act shall not: (a) exceed three percent (3%) of the assessed value of all taxable tangible property within the City, and (b) be subject to or within the limitations prescribed by any other law limiting the amount of indebtedness of the City; and

WHEREAS, the Governing Body has heretofore by Resolution No. 13-059 of the City (the “Prior Resolution), authorized the following described public improvements:

Jabara Road Reconstruction and T-Hangar Expansion

for use by the Authority at the Colonel James Jabara Airport (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Amendment. *Section 2* of the Prior Resolution is hereby amended to read as follows:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$3,500,000 in accordance with specifications prepared or approved by the Authority.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures authorized by Resolution No. 13-059 made on or after the date which was 60 days before the date of adoption of Resolution No. 13-059 and to reimburse additional expenditures authorized by this

Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. *Section 2* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on July 22, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

CITY OF WICHITA
City Council Meeting
July 22, 2014

TO: Mayor and City Council

SUBJECT: Approval of Offers for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the offers.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. The project will require the acquisition of all or part of approximately eight parcels and 65 temporary construction easements. The properties consist of a mix of retail, commercial, and residential uses.

Analysis: As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations, the fair market value of the tracts to be acquired totals \$53,065. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$101,065 is requested. This includes \$53,065 for the acquisitions, \$30,000 for the necessary relocations, \$10,000 for demolition, and \$8,000 for title work, closing costs and other administrative fees.

Legal Considerations: All agreements are subject to review and approval as to form by the Law Department.

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

Attachments: Map and tract list.



Meridian: Pawnee to McCormick

Tract	Property Address	Tract Owner	Take Size in Sq. Ft.
1	1530 S Meridian	Chad & Danna Rasmussen	200 sf ROW & 595 sf TE
2	1555 S Meridian	Terry Gillette	87 sf ROW & 1043 sf TE
3	1602 S Meridian	D&M Partnership	150 sf ROW & 820 sf TE
4	1611 S Meridian	Khalil & Gail Abdallah	187 sf ROW & 621 sf TE
5	1932 S Meridian	Tehnah Pham	TOTAL - 9750 sf site
6	1940 S Meridian	Martin & Kristy Lopez	500 sf ROW & 250 sf TE
7	Lots 37, 39, & 41	WL & Jayma Graham	750 sf ROW & 375 sf TE
8	1956 S Meridian	WL & Jayma Graham	695 sf ROW & 347 sf TE

CITY OF WICHITA
City Council Meeting
July 22, 2014

TO: Mayor and City Council

SUBJECT: Approval of Offers for the Reconstruction of Old Lawrence Road Bridge
(District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the offers.

Background: On August 20, 2013, the City Council approved the design for the improvement of the Old Lawrence Bridge north of Interstate 235. The project consists of replacing the existing structure with a new reinforced concrete box bridge. To accommodate the project, it is necessary to obtain temporary construction easements from three of the adjacent parcels. The properties consist of a mix of commercial and residential uses.

Analysis: As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations, the fair market value of the tracts to be acquired totals \$450. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$3,450 is requested. This includes \$450 for the acquisitions and \$3,000 for title work, closing costs and other administrative fees.

Legal Considerations: All agreements are subject to review and approval as to form by the Law Department.

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

Attachments: Map and tract list.

Old Lawrence Road Bridge Rebuild

Tract	Address	Tract Owner	Take/SF	Type
1	4200 N Old Lawrence Rd	Journal Broadcasting	409 sf TE	Agricultural
2		Complete Landscaping	1,259 sf TE	Vacant
3	4120 N Old Lawrence Rd	Kim/Victoria Cambell	470 sf TE	Industrial

Old Lawrence Road Bridge



Legend

- Parcels

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
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City of Wichita
City Council Meeting
July 22, 2014

TO: Mayor and City Council
SUBJECT: Child Care Licensing Grant Application (All Districts)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the Child Care Grant award for State Fiscal Year (SFY) 2015.

Background: The City of Wichita Environmental Health Division is authorized by Chapter 7.25 of the Municipal Code to conduct surveys of childcare facilities and provide education for child care providers within the Wichita area. The Kansas Department of Health and Environment (KDHE) provides an annual grant to fund these activities, and has solicited the Division of Environmental Health’s application for state fiscal year 2015 (July 1, 2014 through June 30, 2015). On March 4, 2014 the City Council approved the grant application. The amount of the grant award was \$377,336.

Analysis: The City has conducted childcare licensing and education services in excess of forty years, providing a local point of contact for citizens and providers. Local operation of the program also enhances coordination with other agencies involved, such as the Fire Department and the Metro Area Builders and Construction Department. Environmental Health staff members enforce City ordinances and state regulations, and utilize state enforcement mechanisms, as appropriate.

Financial Consideration: The KDHE Child Care Grant award for SFY 2015 (July 2014 through June 2015) totals \$377,336. The City of Wichita’s Proposed 2015 General Fund budget will provide support in the amount of \$162,000. The City inspection fees were increased by 25% and new fees were implemented on January 1, 2014 after the City Council approval. Grant funding and local fees are projected to offset the total program cost of \$539,336.

Legal Consideration: The grant agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended the City Council approve the grant award and authorize the necessary signatures.

Attachment: KDHE grant award, revised KDHE Grant application and required attachments.

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
NOTICE OF GRANT AWARD AMOUNT & SUMMARY OF PROGRAM OBJECTIVES**

PROGRAM NAME: Child Care Licensing Program (#18)

LOCAL AGENCY NAME: City of Wichita, Department of Environmental Health

PROGRAM PERIOD: July 1, 2014 - June 30, 2015

AMOUNT THIS PERIOD: \$ 377,336

This document is incorporated by reference into Contract Attachment No. 18. Acceptance of the first payment constitutes Local Agency's agreement to the amount of the grant, the program objectives set out below, and the terms of Contract Attachment No. 18. In addition to the general program provisions and objectives set forth in Contract Attachment No. 18, Local Agency agrees to the following Fiscal Year/Local Agency-specific requirements:

It is agreed that in the Contract Attachment No. 18, SRS has been replaced in paragraphs 7a(2) and 7a(5) with Department of Children and Families (DCF).

1. Implement plan to improve customer friendly service delivery in the child care regulatory program. Contractors with 90% or higher timeliness of inspections in SFY 2014 will maintain or increase their timeliness level. Contractors with 60% to 80% level of timeliness will increase timeliness by 10% in SFY 2015. Contractors with timeliness below 60% will increase to 70% or higher in SFY 2015. Contractors who do not achieve and maintain this level of timeliness may be required to participate in a regulatory improvement plan.
2. During SFY 2015 services will be performed electronically using e-mail, the licensing database CLARIS, and other technologies including online/automated surveys using tablet computers, portable printers, digital cameras, and mobile devices. Surveyor access to necessary equipment, secure email, and internet service is required. All the regulatory field work is to be conducted at the local county level in accordance with the Child Care Facility Policy and Procedure Manual and the CLARIS Inspection Module (CIM).
3. Participate with other agencies and organizations in the coordination of local child care services including the referral of public requests for child care facility availability to Kansas licensed day care resource and referral agencies.
4. That the federal child care funds will not supplant local and state public funds expended in the program. The local funds expended cannot be used to match any other federal grants. Funds may be used to add additional services to improve the regulatory program or to improve communication systems between state and local units. The acceptance of any funds from the federal child care development funds shall obligate the Local Agency to expend the local SFY 2015 budgeted funds. This amount is subject to any changes noted in annual audit reports for Local Agency.
5. The total grant amount for the duration of this program period shall not exceed \$ 377,336.
6. To conduct the Child Care Licensing Program in accordance with the Kansas Administrative Regulations, the Universal Contract and Contract Attachment No. 18 and KDHE policies and procedures in Sedgwick county(ies).

Summary of Program Objectives #18 - Page 2 of 2

7. Minimum attendance and participation by the primary child care surveyor in 3 of the 4 Quarterly Meetings in their region and completion of 5 in-service training clock hours directly related to knowledge and skills that enhance child care regulatory practice.
8. Participate with KDHE staff in assessing consistency and quality of surveying.

June 20, 2014

State of Kansas
 Department of Health & Environment
 Bureau of Community Health Services
 1000 SW Jackson, Suite 340
 Topeka, KS 66612-1365
 785-296-0425
 aidtolocal@kdheks.gov



Print Form
 Submit Form

This form is required as the cover sheet for each agency's application

APPLICATION FOR GRANT

Grant Period: July 1, 2014 - June 30, 2015
 Application for Grants Due
 March 14, 2014

To be completed by State Office
 Date Received:

City of Wichita Public Works & Utilities Department Environmental Health Division

Applicant (Name of Agency)

1900 E 9th

Street Address/PO Box

City Wichita Zip Code 67214

Shawn Maloney

Name of Director

316-268-8351

Telephone of primary contact

Rhonda Harper

Fiscal Officer

316-268-8311

Telephone of fiscal contact

City-County

Type of Organization

FEIN#: 48-6000653

D-U-N-S # 043063460

Where will program be conducted?

Sedgwick County-Wichita inclusive

Comments:

The City of Wichita PW&U Child Care Program operates within Wichita, throughout Sedgwick Co, and in the surrounding cities and townships to enforce the Kansas Child Care Laws and regulations and local ordinances

Was your agency required to have a Circular A-133 Single Audit completed in 2013? See Instructions on next page. Yes

**Application Checklist - Completion Required
 County Health Departments only:**

- Health Department approved budget submitted
- Local Tax Revenue Amount
- Plan to submit Public Health Emergency Preparedness Grant Request

All Agencies:

- Program Requests submitted
- Detailed Budget(s) submitted

GRANT FUNDS REQUESTED

State Formula	
Child Care Licensing	377,336.00
Chronic Disease Risk Reduction	
Family Planning	
Healthy Families Services	
Maternal and Child Health	
Pregnancy Maintenance Initiative	
Teen Pregnancy Targeted Case Management	
Community Based Primary Care Clinic Grant	
Immunization Action Plan	
WIC/Immunization Collaboration Project	
Community HIV Prevention Services	
Opt-out HIV Testing	
Personal Responsibility Education Program	
Ryan White	
STI/HIV Intervention/Prevention	
Total Funds Requested	377,336.00

President/Chairman Local Board of Health or Board of Director

Date:

Administrator/Director

Date:

SFY 2014-15 Personnel Allocation by Program

Name/Position	Salary ^a	State Formula	Child Care License	CDRH	Family Planning	Healthy Families	MCH	PMH	Teen Preg- nancy Case Manage- ment	General Primary Care	SAP	WIC/ ICP	Opt-out HIV Testing	Personal Respon- sibility Education Program	Communi- ty HIV Prevention Services	Ryan White	HIV Inten- tion and Prescrip- tion	Other	Total % =
Add Line Carbalaj, Carmen RN/ surveyor	10,795.00		100																100
Add Line Vacant RN position/ surveyor	37,734.00		100																100
Add Line Hairies, Debra RN/ surveyor	47,830.00		100																100
Add Line Evans, Jodi CDS/ surveyor	45,307.00		100																100
Add Line Ladd, Adrienne CDS/ surveyor	48,792.00		100																100
Add Line Manuel, Jennifer CDS/ surveyor	47,602.00		100																100
Add Line Vacant PT clerk	0.00		100																100
Add Line Smith, Dianna RN/ surveyor	50,167.00		100																100
Add Line Jensen, Nancy RN/ superv/survey	68,319.00		100																100



Applicant Name: City of Wichita- Public Works & Utilities Department Division of Environmental Health

Program Title: Child Care Licensing Program

Instructions: List basic services to be provided with Child Care Licensing Program grant funds.

Term: July 1, 2014 through June 30, 2015

Program Objectives:

1. Survey child care facilities in Sedgwick County inclusive according to KDHE policies and procedures and make recommendation for licensure to KDHE. Services will be performed electronically using e-mail, the licensing database CLARIS, and other technologies including on-line/automated surveys using tablet or laptop computers, portable printers, digital cameras, and mobile devices.
2. Provide pre-application services to potential providers including the KDHE orientation classes modified to include local ordinance requirements, and in-service training classes that promote compliance with Kansas State Child Care Laws and KDHE Child Care Regulations.
3. Survey facilities additionally as requested by KDHE to verify on-going compliance.
4. Investigate complaints re: child care facilities, cooperate with other outside agencies in complaint investigations, produce narratives of the investigation findings and make recommendations re: enforcement action by KDHE.
5. Participate in KDHE hearings as state's witness following enforcement action by KDHE.
6. Conduct community outreach activities that establish the local program as the point of contact for the public with regard to state law, child care regulations, local ordinances, and referral to child care resources.
7. Provide staff training and participate in KDHE staff training to improve consistency, timeliness and compliance with KDHE policies and procedures.
8. Develop community partnerships that promote and improve licensing service delivery and promotes licensing.

Requested funds:

Comments:

Detail Budget

Grant Funds SFY July 1, 2014- June 30, 2015

Formulas are set to round numbers to the nearest dollar.

Salary	Name/Position	Annual Salary for Grant Period	% of Time Worked	Total	Grantees Share	Total Requested From Grant
Add Line	Carbajal, Carmen RN / CHN I surveyor	10,795.00	100	10,795.00		10,795.00
Add Line	Vacant RN / CHN I surveyor	37,734.00	100	37,734.00	22,933.00	14,801.00
Add Line	Harries, Debra RN / CHN I surveyor	47,830.00	100	47,830.00	24,215.00	23,615.00
Add Line	Evans, Jodi / CDS surveyor	45,307.00	100	45,307.00		45,307.00
Add Line	Ladd, Adrienne / CDS surveyor	48,792.00	100	48,792.00		48,792.00
Add Line	Manuel, Jennifer / CDS surveyor	47,602.00	100	47,602.00		47,602.00
Add Line	Vacant PT clerk /	0.00	100	0.00		0.00
Add Line	Smith, Dianna RN / CHN I surveyor	50,167.00	100	50,167.00	24,769.00	25,398.00
Add Line	Jensen, Nancy RN / CHN III supervisor-surveyor	68,319.00	100	68,319.00	33,732.00	34,587.00
Salary Total				356,546.00	105,649.00	250,897.00

Benefits		Total	Grantees Share	Total Requested From Grant
Add Line	Health Insurance	52,565.00	17,108.00	35,457.00
Add Line	Cell phone allowance	270.00	60.00	210.00
Add Line	FICA 7.65%	27,276.00	8,082.00	19,194.00
Add Line	Pension 13.2% 2014 / 12.2% 2015	45,275.00	13,474.00	31,801.00
Add Line	Workman's Compensation 2.85%	10,162.00	3,011.00	7,151.00
Add Line	Unemployment Compensation 0.33%	819.00	254.00	565.00
Add Line	Life Insurance	1,427.00	423.00	1,004.00
Category Total		137,794.00	42,412.00	95,382.00

Travel		Total	Grantees Share	Total Requested From Grant
Add Line		0.00	0.00	0.00
Category Total		0.00	0.00	0.00

Supplies		Total	Grantees Share	Total Requested From Grant
Add Line	Office supplies	142.00	0.00	142.00
Supplies Total		142.00	0.00	142.00

Capital Equipment		Total	Grantee Share	Total Requested From Grant
Add Line		0.00	0.00	0.00

Capital Equipment Total	0.00	0.00	0.00
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Other (Itemize)		Total	Grantee Share	Total Requested from Grant
Add Line	PBX Line, Instrument, voice mail charges	2,496.00	0.00	2,496.00
Add Line	Long distance	213.00	213.00	0.00
Add Line	Postage	700.00	0.00	700.00
Add Line	Air cards	3,780.00	0.00	3,780.00
Add Line	Vehicle Liability	2,390.00	2,390.00	0.00
Add Line	Data Center equipment, maintenance, replacement	16,080.00	0.00	16,080.00
Add Line	Motorpool (5 vehicles)	13,680.00	11,336.00	2,344.00
Add Line	Printing / photocopying	25.00	0.00	25.00
Add Line	Staff Playground Certification/Training	990.00	0.00	990.00
Add Line	Vehicle fuel charges	4,500.00	0.00	4,500.00
Other Items Total		44,854.00	13,939.00	30,915.00
GRAND TOTAL		539,336.00	162,000.00	377,336.00

KDHE use only:

Audited by:

Surveyor

In order to update our records and accurately allocate funding please complete for each surveyor or assistant surveyor. Also please complete and submit this form for each new surveyor or assistant surveyor employed to conduct inspections for child care licensing at the time of hire.

PLEASE COMPLETE ALL INFORMATION.

	Surveyor Role	Name	Job Title	Counties	Education Highest Degree Achieved	Specify Field	Credit hours in Early Childhood Development	Credits Hours in Health Related Courses	Accredited College/ University and Location	Current Professional Certificates or Licenses Held	Years with Child Care Licensing	Professional Activities/ Memberships
Add Surveyor	Surveyor	Carmen Carbajal	CHNI	Sedgwick	Associates Degree	Nursing - Diploma	3	60	Marymount College-Salina, Ks. Newman College courses	Registered Nurse in Kansas and Texas	20	NPPS Certified, Sedg Co Navigator
Add Surveyor	Surveyor	Debra Harries	CHNI		Masters Degree	Marriage and Family Therapy	19	148	WSU/Friends University, Wichita	Registered Nurse in Kansas	5	NPPS Certified, Sedg Co Navigator, Crisis Nursery Task Force
Add Surveyor	Surveyor	Adrienne Ladd	CDS I		Bachelors Degree	General Studies	22	9	Emporia State, Emporia	Program Director Approval over 100	6	NPPS Certified, SAFE Kids Ks, Sedg Co Navigator
Add Surveyor	Surveyor	Jennifer Mahuel	CDS I		Bachelors Degree	EL ED w/ Early Childhood Certificate	24	7	WSU, Wichita	Program Director Approval over 100	5	NPPS Certified, Sedg Co Navigator
Add Surveyor	Surveyor	Dianna Smith	CHNI		Bachelors Degree	Nursing	6	60	WSU, Wichita	Registered Nurse in Kansas	7	NPPS Certified, Sedg Co Navigator
Add Surveyor	Surveyor	Jodi Evans	CDS I		Bachelors Degree	Education and Business Administration	20	5	Butler Co Comm College? Friends University, Wichita	Program Director Approval over 100	1.5	SAFE Kids Ks, Sedg Co Navigator

	Surveyor Role	Name	Job Title	Counties	Education Highest Degree Achieved	Specify Field	Credit hours in Early Childhood Development	Credits Hours in Health Related Courses	Accredited College/ University and Location	Current Professional Certificates or Licenses Held	Years with Child Care Licensing	Professional Activities/ Memberships
Add Surveyor	Surveyor	Nancy Jensen	CHN III	Sedgwick	Bachelors Degree	Nursing	30	60	WSU/Wesley School of Nursing/ Southwestern College, Wichita/ Winfield	Registered Nurse in Kansas	26	NARA, KDHE BEST Team, Ks: STATE Nurses Assoc, Sedg Co Navigator



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for June 2014
DATE: July 7, 2014

The following claims were approved by the Law Department during the month of June 2014.

Bartlett, Mary	\$ 485.58
Bengston, Betty	\$ 1,937.39
Garrett, Harlan	\$ 85.00
Harris, Lance	\$10,000.00 *
Harris, Lindsey	\$10,000.00 * **
Keller, Linda	\$ 3,283.19
Orr, Scott	\$ 7,155.00*
Safeco Insurance	\$ 5,000.00
Walsh, Brandon	\$ 550.00

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

City of Wichita
City Council Meeting
July 22, 2014

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding Between the City of Wichita and Xi'an, China

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding and adopt the resolution.

Background: In February 2014, the City of Wichita renewed a contract for economic development services with Kansas Global Trade Services (KGTS). A new provision of the agreement expanded the responsibilities of KGTS to include the development and implementation of the Global Air Capital-China program. As part of the development of the program, strategic partner cities are being identified and agreements are being negotiated to outline the scope of opportunities for each city. A Memorandum of Understanding (MOU) has been developed in coordination with the city of Xi'an, China. A similar MOU was approved by the City Council on June 3, 2014 and executed by a trade delegation from Shenyang on June 5, 2014 during a visit to Wichita.

Analysis: Kansas Global Trade Services' mission is to promote and facilitate international trade through education, communication, research and assistance. KGTS provides specialized assistance and research to companies wishing to expand their access to the global marketplace, or to enter it for the first time. In addition to providing consulting and targeted services and research for companies that are actively seeking international trade opportunities, KGTS also conducts promotional campaigns, language classes, seminars, trade missions and presentations aimed at creating awareness of such opportunities.

Under the 2014 contract between the City and KGTS, the scope of services provided by KGTS has been expanded to include management of the Global Air Capital-China program including oversight of the Wichita Aviation Office in China and all activities related to the development and implementation of this program. The Wichita Aviation Office in China has identified Xi'an, China as a community that could be a good strategic partner for the general aviation industry in Wichita. Xi'an is home to the Xi'an Aircraft International Corporation (XAIC) which is largely state owned and is a manufacturer of military and commercial aircraft as well as providing parts and service to the aviation industry. XAIC employs approximately 15,000 in Xi'an.

A Memorandum of Understanding between the communities identifies areas of focus including, but not limited to, supply chain localization to Xi'an, education and training, maintenance/repair and overhaul services, fixed based operations and airport management. This is an opportunity for Wichita companies to provide information, services and products either directly to Chinese companies or through some form of a joint venture project. This could also lead to foreign direct investment from Chinese companies in Wichita. To facilitate this exchange, the Memorandum of Understanding calls for creation of a general aviation joint committee comprised of business and government representatives. A single joint aviation committee would be responsible for coordinating activities for all cities with whom Wichita enters into a Memorandum of Understanding for aviation products and services.

Financial Considerations: The Memorandum of Understanding calls for the execution of a Letter of Intent which will provide more detail in terms of the work program to be implemented by the Cities of Wichita and Xi'an. It is expected that Mayor Brewer will lead a delegation of City officials and business leaders to Xi'an for the Letter of Intent signing ceremony. The estimated cost of this travel is \$35,000 and will be paid from the City's Economic Development Fund.

Legal Considerations: The Memorandum of Understanding has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding, adopt the resolution, and authorize the necessary signatures.

Attachments: Resolution, Memorandum of Understanding

RESOLUTION NO. 14-209

A PROCLAMATION OF THE MAYOR, SUPPORTING THE PURSUIT OF ECONOMIC AND TRADE OPPORTUNITIES WITH THE CITY OF XI'AN, CHINA

WHEREAS, the cities of Wichita, Kansas, USA, and Xi'an, located in Shaanxi Province in the People's Republic of China, agree to enter a city-to-city relationship to promote and facilitate economic development and business opportunities in the area of general aviation; and

WHEREAS, both cities will organize a general aviation joint committee to coordinate, develop, plan and execute agreed upon working areas and targeted projects; and

WHEREAS, the joint committee will identify working objectives and priorities around the areas of supply chain localization (in Xi'an); education/training (from Wichita); Maintenance/Repair/Overhaul (MRO); Fixed Base Operator (FBO); airport management; financial services support; and bilateral investment, to be signified by a Letter of Intent to be signed by relative parties at a future date; and

WHEREAS, Kansas Global Trade Services, Inc. and the Wichita Aviation Office of China are the assigned primary contacts in Wichita and China, respectively; and China Aviation Industrial Base (CAIB) will be the assigned primary contact in Xi'an.

WHEREAS, the city of Wichita has approved a Memorandum of Understanding including the aforementioned subjects.

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

Section 1. Public Purpose. The Governing Body of the City of Wichita hereby finds and determines that the AirPartnership Cities Initiative with the City of Xi'an promotes and facilitates economic development and business opportunities in the area of general aviation.

Section 2. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Memorandum of Understanding, and the City Clerk is authorized to deliver executed copies of this Resolution and the Memorandum of understanding to the Xi'an delegation.

Section 3. Effective Date. This resolution shall become effective upon adoption by the Governing Body.

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**ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS ON
JULY ____, 2014.**

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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美国威奇托市与中国沈阳市

《航空战略伙伴城市计划》

谅解备忘录

Memorandum of Understanding

On

AirPartnership Cities Initiative

Between

City of Wichita, USA and Xi'an, China

2014 _____, Wichita, USA or China

威奇托市和沈阳市基于相互了解和共同利益，愿签署此备忘录，作为 2014 年及未来的合作指南和框架。

City of Wichita (COW) and Xi'an initiate this memorandum of understanding (MOU) as a guideline and framework for 2014 and after, based on bilateral understandings and mutual benefit in the following areas:

- 一， 以“世界通航之都”著称的威奇托市积累了近百年的优势资源，信誉，经验和专长；
A. That, being the "Air Capital of the World" in general aviation industry, Wichita has accumulated decades of strength, reputation, experience and expertise in this field;
- 二， 处于战略优势地位的沈阳，在中国通用航空产业发展中具有竞争地位；
B. That, strategically located in China, Xi'an is a competitive location in the development of general aviation industry in China;
- 三， 双方在通用航空的诸多领域可以共享资源，相互学习及共赢互利；
C. That both parties have many compatible areas in general aviation industry to share, learn and benefit from;
- 四， 不同于友好城市关系，这个备忘录力求在两个城市之间，把握机会，促进经贸合作；
D. That, aside from friendly relations, the purpose of this memorandum is to develop and facilitate economic and trade opportunities between each city;
- 五， 双方将组建一个通航联合委员会。其中威奇托市指定堪萨斯环球贸易组织和威奇托市中国航空代表处为联络机构，沈阳市指定沈阳贸促会为联络机构。该联合委员会负责协调，开发，规划和落实合作项目；
E. That both parties will organize a general aviation joint committee. Of which Kansas Global Trade Services and Wichita Aviation Office in China will be the assigned primary contacts in Wichita and China, respectively. China Aviation Industrial Base (CAIB) will be the assigned primary contact in Xi'an. The joint committee will coordinate, develop, plan and execute specified working areas and targeted projects.

六， 双方在进一步推动政府间往来与推广的同时， 将侧重以下方面制定工作目标： 供应链类（落地到沈阳）， 教育和培训类， 保养维修类， 管理及运营类， 金融服务类及双向投资类。

F. That while information exchange and promotional efforts are ongoing, both parties will initiate working objectives around the following areas: supply chain localization (to Xi'an); education/training; MRO, FBO and airport management; financial services support; and bilateral investment.

七， 该联合委员会将于备忘录签署后 90 天内确定发展目标， 工作重点和执行计划， 并在 2014 年 8 月的沈阳通航大会期间会同各方正式签署意向。

G. That the joint committee will identify working objectives and priorities to be signified by Letters of Intent to be signed between relative parties in August 2014 or another date as determined.

八， 此备忘录仅限于双方真诚推动合作， 其内容对任何一方均不受法律约束， 也不具有执行义务。

H. That this memo is made to express the sincerities of both sides for advancing cooperation, and its content does not constitute any legal binding or mandatory obligations or agreements to either side.

此备忘录采用中英文双语， 于 2014 年 5 月在威奇托市签署。

This memo is signed in Wichita/China in 2014 in both Chinese and English.

签字 (Signature)

中国沈阳市市长，
Mayor, Xi'an, China

美国威奇托市市长，
Mayor, Wichita, USA

Second Reading Ordinances for July 22, 2014 (first read on July 15, 2014)

A. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (District IV)

ORDINANCE NO. 49-783

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AND THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

B. Alarm Systems Ordinance Chapter 3.41

ORDINANCE NO. 49-785

AN ORDINANCE CREATING CHAPTER 3.41 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ALARM SYSTEMS AND REPEALING THE ORIGINAL OF CHAPTER 3.40 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

C. SUB2014-00001 Plat of Scholfield Honda Commercial Addition located on the South Side of Kellogg, East of Woodlawn. (District II)

ORDINANCE NO. 49-796

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. SUB2014-00013 Plat of Ridge 400 3rd Addition located South of Maple, East of Ridge Road.

ORDINANCE NO. 49-797

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
July 22, 2014

TO: Mayor and City Council

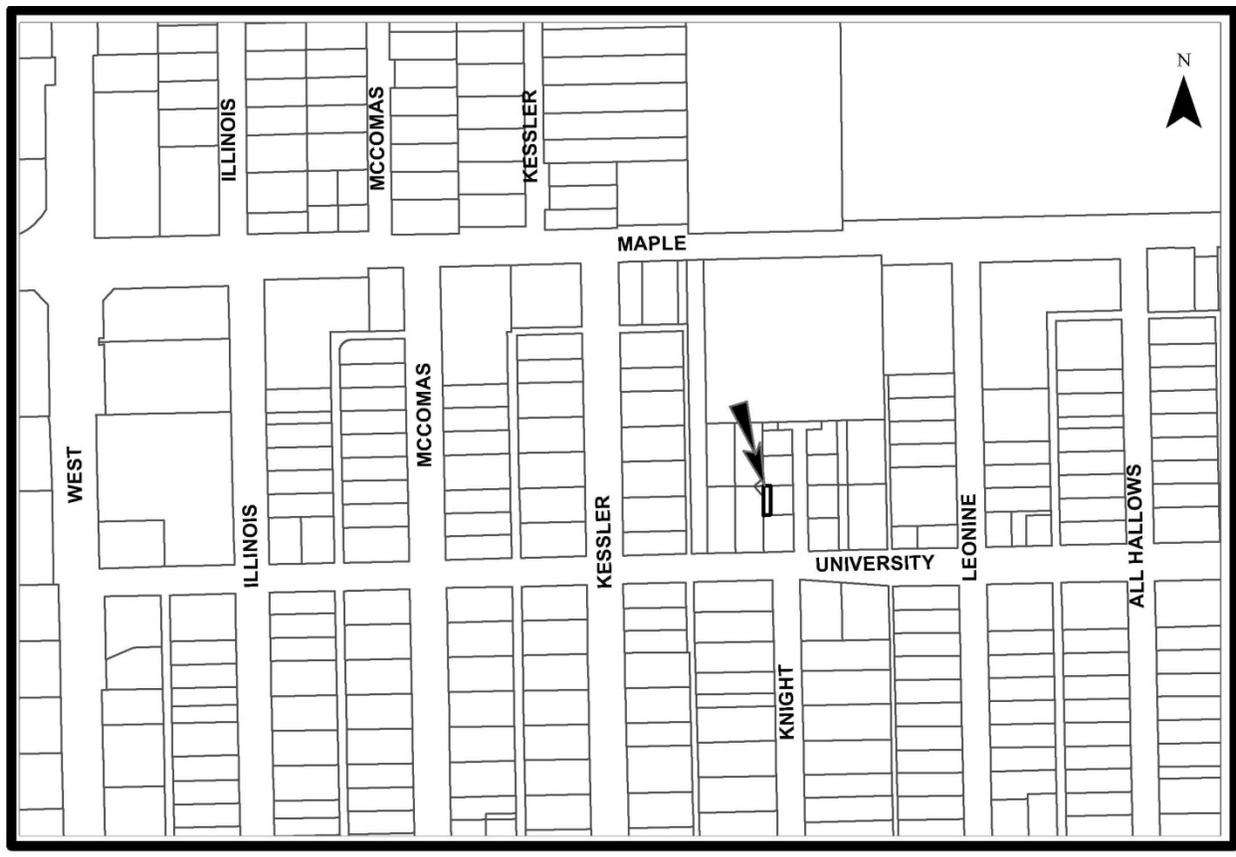
SUBJECT: VAC2014-00013 - Request to Vacate a Platted Rear Yard Setback on Property Generally Located East of West Street, South of Maple Street, North of University Avenue, on the West Side of University Court. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (9-0).



Background: The applicant is requesting consideration for the vacation of the platted 15-foot rear yard setback located on the north 68 feet of Lot 2, Block B, University Court Third Addition. The applicant is requesting that the rear yard setback be reduced to 11 feet. The subject lot is zoned TF-3 Two-Family Residential (TF-3). The Unified Zoning Code's (UZC) minimum rear yard setback for the TF-3 zoning district is 20 feet. The platted 15-foot rear yard setback is 5 feet less than the UZC's minimum 20-foot rear yard setback for the TF-3 zoning district. The platted 15-foot rear yard setback exceeds the 20% reduction allowed by an Administrative Adjustment to reduce the minimum 20-foot rear yard setback for the UZC's TF-3 zoning district. Approval of a variance is required to reduce the setback to 11 feet. A variance requires consideration and approval by the Wichita-Sedgwick County Board of Zoning Appeals (BZA), which is a separate procedure and public hearing from the vacation procedure's public hearing. BZA2014-00031, a variance request to reduce the rear yard setback to 11 feet was approved by the BZA at their May 22, 2014 meeting. No utilities will be impacted by the vacation request. The University Court Third Addition was recorded with the Register of Deeds January 7, 1988.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PLATTED)
REAR YARD SETBACK)**

**GENERALLY LOCATED EAST OF WEST STREET,)
SOUTH OF MAPLE STREET, NORTH OF UNIVERSITY)
AVENUE, ON THE WEST SIDE OF UNIVERSITY COURT)**

VAC2014-00013

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 22ND day of July, 2014, comes on for hearing the petition for vacation filed by Marci A. Moore (owner), praying for the vacation of the described platted rear yard setback, to-wit:

The east 4 feet of the platted 15-foot wide rear yard setback located on the west side of the north 68 feet of Lot 2, Block B, University Court Third Addition, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on May 1, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the

above-described platted rear setback and the public will suffer no loss or inconvenience thereby.

3. The associated and necessary variance case, BZA2014-00031 (approved at the May 22, 2014, Wichita-Sedgwick County Board of Zoning Appeals meeting), established the rear yard setback for the north 68 feet of Lot 2, Block B, University Court Third Addition at 11 feet.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described platted rear yard setback should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 22nd day of July, 2014, ordered that the described platted rear yard is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
July 22, 2014

TO: Mayor and City Council
SUBJECT: VAC2014-00015 - Request to Vacate a Perpetual Easement and Right-of-Way Dedicated by Separate Instrument on Property Generally Located North of 47th Street South on the West Side of Oliver Avenue
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (9-0).



Background: The applicant proposes to vacate the perpetual easement and right-of-way dedicated by separate instrument (FILM 158 – PAGE 588-589, recorded September 18, 1975) located on an undeveloped, unplatted tract, within the south end of the Boeing – Spirit Companies’ aircraft manufacturing complex. The dedication gave the City of Wichita a perpetual easement and right-of-way for the “...installation, construction, operation, maintenance, repair, replacement and reconstruction of pipe lines and/or mains, manholes, lateral pipe lines and all structures incidental thereto, together with the perpetual right to remove buildings, structures, trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said easement and right-of-way...” The perpetual easement and right-of-way covers the whole unplatted tract. There are no utilities located in the perpetual easement and right-of-way dedicated by separate instrument.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed. Because the site is located in Sedgwick County, but within the City of Wichita’s three-mile ring subdivision jurisdiction, consideration and recommendation by the Wichita City Council, and consideration and final action by the Sedgwick County Board of County Commissioners is required. The Sedgwick County Board of County Commissioners will consider this item at their July 23, 2014, meeting as a consent item.

Financial Considerations: All improvements are to City standards and at the applicant’s expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

IN THE MATTER OF THE VACATION OF A)
PERPETUAL EASEMENT & RIGHT-OF-WAY)
)
GENERALLY LOCATED NORTH OF 47TH STREET) **VAC2014-00015**
SOUTH, ON THE EAST SIDE OF OLIVER AVENUE)
)
)
)
MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 22nd day of July, 2014, comes on for hearing the petition for vacation filed by Boeing IRB Asset Trust, c/o Marc A. Poulin (owner), praying for the vacation of a perpetual easement and right-of-way (Film 158 – Pages 588-589, recorded September 18, 1975) to-wit:

Legal Descriptions:

Perpetual Easement and Right-of-Way – Pipe Lines and Appurtenances Filed for record with Sedgwick County Register of Deeds on September 18, 1975: Film 158, Page 588; Beginning at a point 387.89 feet South of the Northwest Corner of the Southwest Quarter (SW¹/₄) of Section 13, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence East parallel to the North line of said quarter (¹/₄) section, a distance of 1180.74 feet, thence South 16° 44 Min. East of it a distance of 367.3 feet, thence West parallel to the North line of said quarter (¹/₄) section, a distance of 1258.88 feet to the West line of said quarter (¹/₄) section, thence North along the West line of said quarter (¹/₄) section, a distance of 353.19 feet to the point of Beginning. The right of way shall consist of a 25-foot permanent easement with a 25-foot additional easement for work space, said work space to revert back to owner at completion of construction.

July 22, 2014
VAC2014-00015

Easement – Pipe Lines and Appurtenances, filed for record with Sedgwick County Register of Deeds on September 18, 1975: Film 158, Page 598; All that part of the Southwest Quarter (SW¼) of Section 13, Township 28 South, Range 1 East of the 6th P.M., lying West of McConnell Air Force Base except the North 20 acres. The right of way shall consist of a 25-foot permanent easement with a 25-foot additional easement for work space, said work space to revert back to owner at completion of construction.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on May 1, 2014 which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described perpetual easement and right-of-way and the public will suffer no loss or inconvenience thereby.

3. Because this vacation case is located in the Sedgwick County, but within the City of Wichita's 3-mile ring subdivision jurisdiction it will proceed to the July 23, 2014, Sedgwick County Board of County Commissioner's for final action, after today's recommendation by the Wichita City Council.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described perpetual easement and right-of-way should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 22nd day of July, 2014, ordered that the above-described perpetual easement and right-of-way is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

July 22, 2014
VAC2014-00055

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

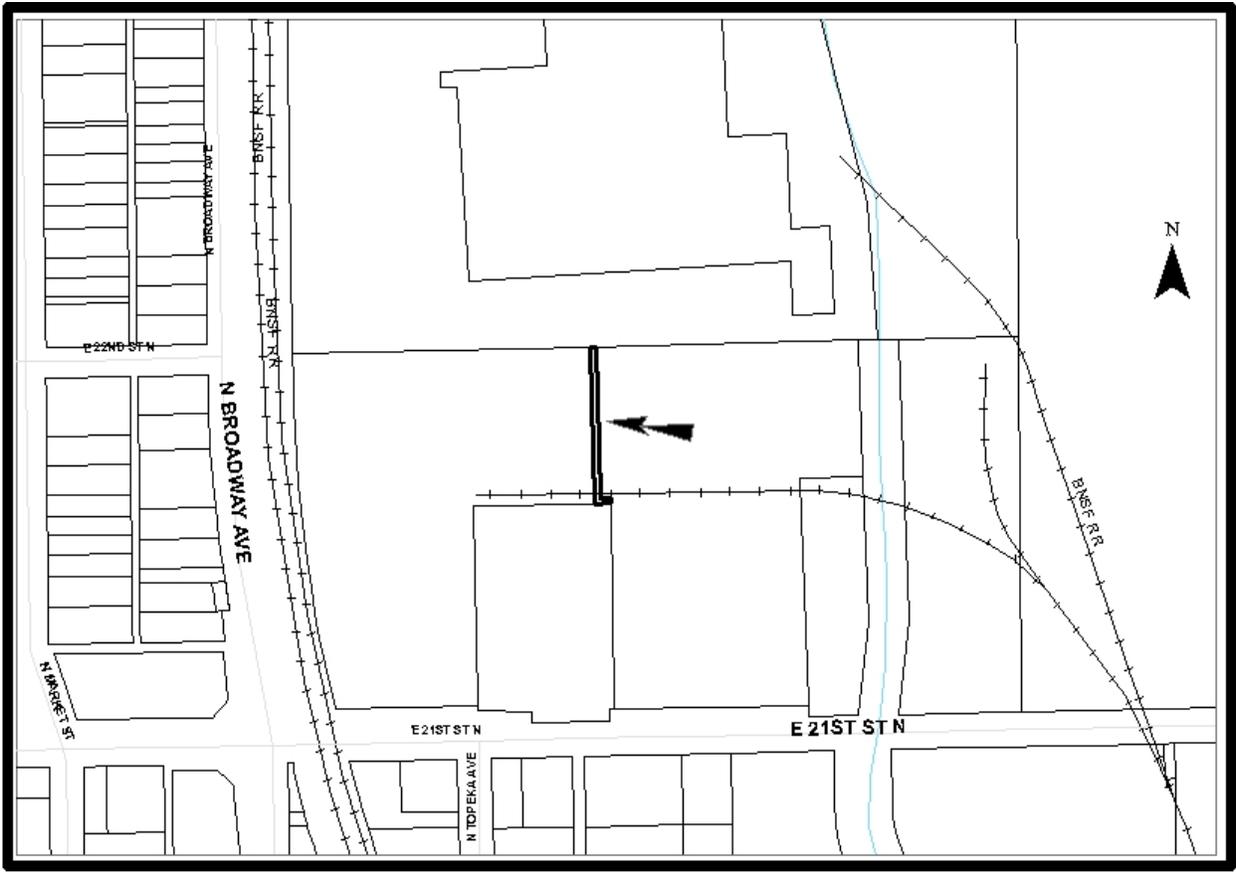
July 22, 2014
VAC2014-00055

City of Wichita
City Council Meeting
June 22, 2014

TO: Mayor and City Council
SUBJECT: VAC2014-00017 - Request to Vacate a Portion of a Platted Utility Easement, on Property Generally Located East of Broadway Avenue, on the North Side of 21st Street North. (District VI)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (9-0).



Background: The applicant proposes to vacate the north approximately 265.53 feet of the platted 10-foot wide utility easement running parallel to the north 265.53 feet of the west lot line of Lot 1, Hoy Addition. There are no utilities located within the described portion of the subject easement. The Hoy Addition was recorded with the Register of Deeds January 23, 1980.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION)
OF A PLATTED UTILITY EASEMENT)**

**GENERALLY LOCATED EAST OF BROADWAY)
AVENUE, ON THE NORTH SIDE OF 21ST STREET)
NORTH)**

VAC2014-00017

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 22ND day of July, 2014, comes on for hearing the petition for vacation filed by Perfekta Inc., c/o Eric Diehl (owner), praying for the vacation of the following described platted utility easement, to-wit:

That part of the 10 foot utility easement as granted in Hoy Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of Lot 1 in said Hoy Addition; thence N89°33'02"E along the north line of said Lot 1, 10.00 feet to the intersection with the east line of said 10 foot utility easement; thence S00°14'00"E along the most northerly segment of the east line of said 10 foot utility easement, 255.59 feet to a deflection corner in said east line; thence N89°46'00"E along the middle segment of the east line of said 10 foot utility easement, 19.51 feet to the intersection with the northerly extension of the most southerly segment of the west line of said Lot 1; thence S00°09'00"E along the northerly extension of the most southerly segment of the west line of said Lot 1, 10.00 feet to a deflection corner in the west line of said Lot 1; thence S89°46'00"W along the middle segment of the west line of said Lot 1, 29.50 feet to

July 22, 2014
VAC2014-00017

Page 1 of 2

a deflection corner in said west line; thence N00°14'00"W along the most northerly segment of the west line of said Lot 1, 265.55 feet to the point of beginning.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on May 15, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described portion of the platted utility easement and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
5. The vacation of the described portion of the platted utility easement should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 22nd day of July, 2014, ordered that the described portion of the platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

July 22, 2014
VAC2014-00017

Page 2 of 2

City of Wichita
City Council Meeting
July 22, 2014

TO: Wichita Airport Authority

SUBJECT: Multi-Business Service Corporation
Skycap Services Agreement
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: Since December 1996, Harrison Armstrong, a sole proprietor, has had an agreement with the Wichita Airport Authority (WAA) to provide skycap services at Wichita Mid-Continent Airport (Airport). In June 2014, Harrison Armstrong passed away.

Analysis: In order to continue skycap services at the Airport, the WAA must contract with another provider. Multi- Business Service Corporation, an incumbent management company at the Airport, is desirous of providing these services, effective July 1, 2014, and shall continue on a month-to-month basis until the future terminal opens for business. Later this year, a competitive selection for skycap services will be initiated so that a replacement contract is in place prior to the opening of the new terminal next spring. Due to the unexpected loss of the previous skycap provider, this contract will allow for the immediate and uninterrupted interim provision of services until a replacement provider can be selected.

Financial Considerations: The financial terms of this contract are unchanged from the previous agreement with Harrison Armstrong at \$122.64 per day or approximately \$3,700 per month. Thus the cost to the WAA will remain unchanged for the management of this program which is currently included in the approved operating budget of the WAA.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and authorize the necessary signatures.

Attachments: Skycap Services Agreement.



**WICHITA AIRPORT
AUTHORITY**

WICHITA MID-CONTINENT AIRPORT

SKYCAP SERVICES AGREEMENT

MULTI- BUSINESS SERVICE CORPORATION

SKYCAP SERVICES AGREEMENT

WICHITA MID-CONTINENT AIRPORT

THIS AGREEMENT, made and entered into this day of July 22, 2014, by and between The Wichita Airport Authority, hereafter referred to as "AUTHORITY," and Multi-Business Service Corporation, Federal Tax Identification #48-1027933, hereinafter referred to as "CONTRACTOR,"

WITNESSETH:

WHEREAS, AUTHORITY is a governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, AUTHORITY owns, operates, regulates, administers, and maintains the campus of Wichita Mid-Continent Airport ("Airport"); and

WHEREAS, the AUTHORITY is desirous of providing baggage handling and passenger assistance services to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the CONTRACTOR is willing to provide such service on an independent contractor basis;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, AUTHORITY and CONTRACTOR do hereby agree as follows:

TABLE OF CONTENTS

SECTION	Page
1. RESPONSIBILITIES	4
2. TERM	4
3. GENERAL SUPERVISION OF CONTRACT.....	4
4. SERVICES PROVIDED	5
5. PAYMENT TO CONTRACTOR.....	5
6. REPRESENTATION.....	5
7. CHARGING FOR SERVICES	6
8. UNIFORMS.....	6
9. INDEMNITY AND LIABILITY INSURANCE.....	6
10. BAGGAGE CARTS.....	7
11. PARKING.....	7
12. RELATIONSHIP WITH AIR CARRIERS.....	7
13. OTHER PASSENGER SERVICES.....	8
14. SECURITY REQUIREMENTS	8
15. RULES AND REGULATIONS	8
16. ASSIGNMENT.....	8
17. CANCELLATION	9
18. NONDISCRIMINATION EEO/AAP	9
19. KANSAS LAW TO GOVERN.....	9
20. NOTICES, CONSENTS, AND APPROVALS	9
21. INTENTION OF PARTIES.....	10
22. ENTIRE AGREEMENT	11
23. MODIFICATION	11
24. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY AUTHORITY	11

1. RESPONSIBILITIES

CONTRACTOR is granted the non-exclusive privilege and right to operate a Skycap service within the public areas of the Terminal Building, both inside and outside, to provide baggage handling and passenger assistance services to the general public.

It is understood that the provision of Skycap services is primarily aimed at assisting passengers with the carriage of baggage and in no way grants CONTRACTOR any right to provide check-in services to air carriers.

2. TERM

The process and timeline for selecting a contractor for the purpose of operating Skycap services in the new terminal building has not been determined at this time, and remains subject to final terminal design and construction. Effective July 1, 2014, the term of this Agreement shall be on a month-to-month basis until the said new terminal building is opened for business. AUTHORITY shall provide a sixty-day (60) written notice to the CONTRACTOR of such date. The final partial month of this term shall be prorated.

3. GENERAL SUPERVISION OF CONTRACT

It shall be the responsibility of the CONTRACTOR to provide supervision of all its Skycap services employees provided pursuant to this Agreement. The CONTRACTOR shall employ or otherwise engage the services of individuals who are capable of suitably providing Skycap services, and shall train them accordingly. CONTRACTOR shall schedule sufficient personnel to meet the daily needs of the traveling public, including peak and holiday periods. CONTRACTOR training shall address employee and customer safety, customer service, and Title VII/ADA issues.

CONTRACTOR is responsible for assuring that payment of employees and working conditions are in accordance with all applicable wage and hour and other employment laws.

4. SERVICES PROVIDED

CONTRACTOR agrees to provide and/or secure 30 man hours of Skycap services per day, including weekends and holidays, from 5:00 a.m. until 10:30 p.m. The Director shall have the option to make changes to the CONTRACTOR's hours of Skycap services without requiring formal amendment to the Agreement.

From time to time aircraft may serve the Wichita Mid-Continent Airport at times other than normal. CONTRACTOR will attempt to provide Skycap services to the passengers of those flights within the 30 man hours of daily operation with appropriate schedule adjustments.

5. PAYMENT TO CONTRACTOR

In consideration for providing these services, AUTHORITY agrees to pay CONTRACTOR one hundred and twenty-two dollars and sixty-four cents (\$122.64) per day during the Term of this Agreement. The CONTRACTOR shall invoice the AUTHORITY at the end of each month and the AUTHORITY shall pay the amount invoiced by the CONTRACTOR during the first fifteen days of the following month.

In the event there are changes in the level of services provided, or changes in the amounts for which the AUTHORITY has agreed to reimburse the CONTRACTOR, these changes may be made by the Director of Airports, without requiring formal amendment to the Agreement.

This amount may be adjusted by letter agreement if additional hours are required to accommodate increased air service activity. However, any adjustment, if required, shall not exceed an accumulated total of \$5,000 per year during the Term of this Agreement.

6. REPRESENTATION

It is understood and agreed that CONTRACTOR shall at all times be deemed to be an independent contractor to the AUTHORITY. Nothing in this Agreement shall be construed or considered to create the relationship of employer and employee between the parties. CONTRACTOR is not an agent or employee of the AUTHORITY, and shall not be entitled to any of the benefits of AUTHORITY's employees.

All persons providing Skycap services pursuant to this Agreement shall represent themselves as representatives of an independent contractor. Under no circumstances shall any Skycap personnel represent themselves as employees or agents of any air carrier or the AUTHORITY. Any person providing Skycap services is not an agent or employee of the AUTHORITY, and shall not be entitled to any of the benefits of AUTHORITY's employees.

7. CHARGING FOR SERVICES

CONTRACTOR shall insure that no Skycap shall charge for services or state fees for services at any time. Skycap employees may receive and retain tips.

8. UNIFORMS

CONTRACTOR shall assure that all Skycap personnel are dressed uniformly; including hats, projecting an image of professionalism, and those uniforms shall readily identify personnel as Skycaps of an independent CONTRACTOR.

9. INDEMNITY AND LIABILITY INSURANCE

CONTRACTOR agrees to purchase and keep in force commercial general liability insurance policies to cover the performance of services at the Wichita Mid-Continent Airport by CONTRACTOR and Skycap personnel in an amount of \$500,000 to cover personal injury and property damage.

CONTRACTOR shall advise the AUTHORITY of individuals associated with the Skycap services and shall provide necessary information regarding these individuals as required by the AUTHORITY. Under no conditions will the CONTRACTOR permit the provision of Skycap services by personnel who are not covered by liability insurance policy.

CONTRACTOR shall indemnify and hold harmless the AUTHORITY from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of Wichita Mid-Continent Airport by CONTRACTOR, its agents, servants, employees or invitees, and not caused by AUTHORITY's negligence.

In addition to the insurance requirements included in the preceding paragraph, CONTRACTOR agrees to secure a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability.

The CONTRACTOR agrees to provide AUTHORITY with copies of all policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Such certificates shall contain a clause providing thirty (30) days' prior notice to the Lessor before any material change or cancellation is effective.

10. BAGGAGE CARTS

AUTHORITY agrees to provide and maintain baggage carts sufficient to provide the services, but CONTRACTOR shall be responsible for their storage and security.

11. PARKING

AUTHORITY will provide parking for Skycap employees at Mid-Continent Airport at the discretion and expense of the AUTHORITY.

12. RELATIONSHIP WITH AIR CARRIERS

It is understood that the Skycap services to be provided is to be offered generally to the traveling public. Specific handling arrangements with air carriers serving Wichita will not be permitted without prior permission from the Director of Airports.

It is expressly understood that this Agreement grants no right or privileges with respect to entering leaseholds of air carriers or entering into service arrangements with air carriers.

Requests for service from air carriers may be acknowledged and service provided only when the primary service area (curbside) is being adequately served.

Should any air carrier serving Wichita elect to provide Skycap services to its passengers, the CONTRACTOR shall not attempt to compete with the carrier's services unless requested by the carrier to do so.

13. OTHER PASSENGER SERVICES

It is understood that other organizations and individuals may from time to time provide passenger assistance to the traveling public, such as taxicab drivers or starters, limousine services or starters, or air carrier employees. CONTRACTOR agrees that there is no exclusive right granted herein to provide passenger assistance services, and that CONTRACTOR will in no way hamper other individuals providing such services.

14. SECURITY REQUIREMENTS

CONTRACTOR shall insure that all participants in the Skycap services shall abide by all security regulations imposed by governmental entities so empowered.

15. RULES AND REGULATIONS

CONTRACTOR further agrees that all its officers, agents and employees shall observe and comply with all existing and future rules and regulations issued in connection with the operation of the Airport.

16. ASSIGNMENT

This Agreement for Skycap services shall not be assigned to any other party without the prior written consent of the AUTHORITY.

17. CANCELLATION

Either party may terminate this Agreement without cause by giving fifteen (15) days notice in writing to the addresses of notice provided herein. Failure to comply with any of the terms of this Agreement required to be performed by CONTRACTOR will be grounds for immediate termination of this Agreement by AUTHORITY.

18. NONDISCRIMINATION EEO/AAP

The CONTRACTOR agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, physical handicap, or marital status in its operations or services, and its use or occupancy of property under this Agreement. The CONTRACTOR agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900, et seq.; and laws, regulations or amendments as may be promulgated there under.

19. KANSAS LAW 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.

20. NOTICES, CONSENTS, AND APPROVALS

Monthly invoices, notices or other communications to AUTHORITY pursuant to the provisions hereof shall be sufficient if sent by email delivering coupled with either (i) registered or certified mail, postage prepaid, (ii) by a nationally recognized overnight courier, or (iii) facsimile transmission, addressed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209;

Fax: (316) 946-4793

and notices or communications to CONTRACTOR shall be sufficient and irrefutably deemed received if sent by U.S. Postal Service regular mail, postage prepaid, whether or not actually accepted, or if hand-delivered, to:

Multi-Business Service Corporation
2525 N. Pershing
Wichita, Kansas 67220

or to such respective addresses as the parties may designate in writing from time to time.

21. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of AUTHORITY and CONTRACTOR and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Airport performed by AUTHORITY is solely for the benefit of AUTHORITY and CONTRACTOR.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement shall not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the AUTHORITY and the CONTRACTOR.

22. ENTIRE AGREEMENT

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

23. MODIFICATION

This Agreement shall not be modified or amended unless in writing with formality equal to this Agreement, executed by the CONTRACTOR and AUTHORITY on a date subsequent to the execution of this Agreement.

24. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY AUTHORITY

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement by AUTHORITY, the same shall be performed by the Director, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director, and from time to time, may be withdrawn or modified by notice from AUTHORITY to CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"AUTHORITY"

By  _____
Victor D. White, Director of Airports

ATTEST:

MULTI- BUSINESS SERVICE CORP.

By _____

By  _____
Steve Habtemariam, President
"CONTRACTOR"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

City of Wichita
City Council Meeting
July 22, 2014

TO: Wichita Airport Authority

SUBJECT: Jabara Road Reconstruction and T-Hangar Expansion
Budget Adjustment
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget adjustment.

Background: The primary entrance road (35th Street North) to the Fixed Base Operator (FBO) terminal and Jabara Road are failing and in need of reconstruction, as does the parking lot at 3340 Jabara Road. Jabara Road serves the T-hangar complex, corporate hangar sites north of the FBO, as well as the airport's fuel farm. The pavement work for this project will: 1) reconstruct Jabara Road from the FBO parking lot north past the security fence; 2) reconstruct 35th Street North; and 3) reconstruct the parking lot at 3340 Jabara Road.

In addition to the pavement work, T-hangar building No. 14 is in poor condition due to a shifting and heaving slab. The slab and subgrade need to be reconstructed and the damaged building demolished and replaced. In addition to replacing the existing T-hangar building, T-hangars Nos. 12 and 14 will be expanded to use the remaining available land within the existing taxiway system to increase capacity for aircraft storage.

Analysis: This project was initiated on March 26, 2013, with an initial budget of \$2,438,000. At that time, a design contract with Professional Engineering Consultants (PEC) was approved. During design, changes were requested by the Federal Aviation Administration (FAA) and the FBO, Midwest Corporate Aviation, causing additional design work. The project was bid May 23, 2014 with the sole bid received exceeding the engineer's estimate. Design modifications were made and the project re-bid on July 11, 2014. A supplemental agreement with PEC for additional design and construction-related services will be forthcoming.

Financial Considerations: Due to the changes, a budget adjustment of \$1,062,000 is requested bringing the total budget to \$3,500,000. Ultimate funding is expected to be from AIP Federal Grant funds (90 percent of eligible work), a Kansas Department of Transportation (KDOT) grant up to a maximum of \$400,000, FBO reimbursement up to a maximum of \$200,000, Airport cash, and the issuance of general obligation bonds repaid with Airport Revenue. The Capital Improvement Program includes a Middle Detention Basin project at Jabara that has been deferred which allows capacity for the additional funding required by this important roadway and hangar capacity development project.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget adjustment and authorize necessary signatures.

Attachments: None.

Wichita, Kansas
July 21, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Trinh Bui, Senior Budget Analyst, Budget Office, Melinda Walker, Purchasing Director, Zack Daniel, Management Fellow, representing the City Manager's Office, and Karen Sublett City Clerk.

Minutes of the regular meeting dated July 14, 2014, were read and on motion approved.

Bids were opened July 18, 2014, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: General Aviation Pavement Repair-Rebuild.

Cornejo & Sons LLC - \$425,700.00

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Jabara Road Reconstruction and T-Hangar Expansion (Rebid)

Cornejo & Sons LLC* - \$2,819,278.00 – Base Bid
\$ 41,953.00 – Alternate 2
\$ 19,494.00 – Alternate 3

*Pending FAA Approval

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Karen Sublett, MMC

City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: July 21, 2014

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

July 18, 2014

General Aviation Apron Pavement Repair (Rebid) – Wichita Airport Authority/Engineering Division

Cornejo & Sons, LLC

\$425,700.00

Jabara Road Reconstruction & T-Hangar Expansion (Rebid) – Wichita Airport Authority/Engineering Division
(Deferred from July 14, 2014)

Cornejo & Sons, LLC

(Pending FAA Approval) Base Bid

\$2,819,278.00

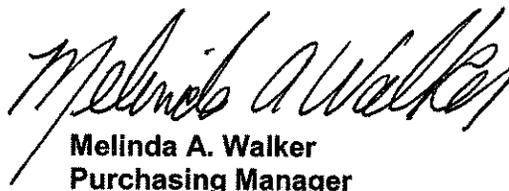
Group 3 – Alternate 2 (Add)

\$41,953.00

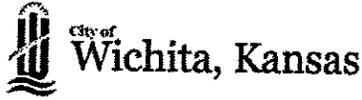
Group 4 – Alternate 3 (Add)

\$19,494.00

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



Melinda A. Walker
Purchasing Manager



BID RESULTS

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

Vendor Group Line

Solicitation: FB440122 **Gen Aviation Pavemt Repair-Rebid** **Close Date/Time:** 7/18/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Airport Engineering

Responses: 1

Vendors	Complete	Bid Total	City Comments
CORNEJO & SONS LLC	Complete	\$425,700.00	Award 7-22-14 Wichita Airport Authority/Engineering Division

BIDS ARE WITHIN ENGINEERS ESTIMATE

[Top of the Page](#)

Engineer's Estimate: \$448,500.00





BID RESULTS

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

Vendor Group Line
Solicitation: **Jahara Rd Reconstruction-T-Hanger-Rebid** **Close Date/Time:** 7/11/2014 10:00 AM CST
 FB440107
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Airport Engineering **Responses:** 2
Go to: 1

Group 1

Vendors	Complete	Group Total Net Bid
SHERWOOD CONSTRUCTION CO INC	Complete	\$2,789,928.15
CORNEJO & SONS LLC	Complete	\$2,819,278.00

[Top of the Page](#)

Group 2

Vendors	Complete	Group Total Net Bid
Group 2: Alternate 1		
CORNEJO & SONS LLC	Complete	(\$3,900.00)
SHERWOOD CONSTRUCTION CO INC	Complete	(\$3,000.00)

[Top of the Page](#)

Group 3

Vendors	Complete	Group Total Net Bid
Group 3: Alternate 2		
CORNEJO & SONS LLC	Complete	\$41,953.00
SHERWOOD CONSTRUCTION CO INC	Complete	\$47,730.20

[Top of the Page](#)

Group 4

Vendors	Complete	Group Total Net Bid
Group 4: Alternate 3		
SHERWOOD CONSTRUCTION CO INC	Complete	\$17,000.00
CORNEJO & SONS LLC	Complete	\$19,494.00