

## Table of Contents

Agenda . . . . .	3
II-1. Report of Board of Bids and Contracts dated July 27, 2015.	
Board of Bids . . . . .	8
II-4. Preliminary Estimates.	
Agenda Report No. II-4 . . . . .	35
II-5a. Agreement for Professional Services for the 2014 Equus Beds Accounting and Annual Report.	
Agenda Report No. II-5a . . . . .	39
Equus Beds Agreement. . . . .	41
II-6a. Supplemental Agreement No. 1 and Funding for John Mack Bridge. (District III)	
Agenda Report No. II-6a . . . . .	51
Resolution No. 15-219 . . . . .	52
Budget Sheet . . . . .	54
SDA#1 . . . . .	55
II-7a. Acquisition of a Temporary Construction Easement at 5509 E. 13th for the Edgemoor and 13th Street Intersection Improvement Project. (District I)	
Agenda Report No. II-7a . . . . .	62
Supporting Documents . . . . .	63
II-9. Repair or Removal of Dangerous and Unsafe Structures.(District III)	
Agenda Report No. II-9 . . . . .	67
MABCD Consent Supporting Documents Condemnation. . . . .	68
Resolution No. 15-220 . . . . .	72
II-10. Report on Claims for June 2015.	
Agenda Report II-10. . . . .	73
II-11.Contract Amendment with Center of Hope, Inc.	
Agenda Report No. II-11 . . . . .	74
Supporting Documents . . . . .	75
II-12. Eminent Domain Appeal Settlement - Vandes. (District II)	
Agenda Report No. II-12 . . . . .	77
Settlement Agreement . . . . .	78
II-13.Surplus of City-owned Property at 1358 N. Green, 2607 and 2611 E. 13th Street. (District I)	
Agenda Report No. II-13 . . . . .	83
Supporting Documents . . . . .	84
II-14. Purchase Option, The Lux Building, LLC. (District VI)	
Agenda Report No. II-14 . . . . .	89
Resolution No. 15-221 . . . . .	91
Quit Claim Deed . . . . .	96
Bill of Sale. . . . .	99
Termination and Release of Lease . . . . .	101
Satisfaction, Discharge and Release . . . . .	107

Issuer request to trustee . . . . .	110
II-15. 2016 Funding Contributions for the Cheney Lake Watershed Water Quality Project.	
Agenda Report No. II-15 . . . . .	112
Agreement . . . . .	114
MOU . . . . .	119
II-16. Second Reading Ordinances.	
Agenda Report No II-16. . . . .	121
II-17. *Wichita Dwight D. Eisenhower National Airport - ACT 3 Apron Phase IV - FAA Grant Application.	
Agenda Report No. II-17 . . . . .	122
Apron IVB Grant par sign . . . . .	124
II-18. WAA Report of Board of Bids and Contracts dated July 20, 2015.	
Board of Bids WAA . . . . .	180

**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

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

First Floor Board Room  
455 North Main

**OPENING OF REGULAR MEETING**

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

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**II. CONSENT AGENDA ITEMS 1 THROUGH 18**

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

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

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

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

(ATTACHMENT 1 – CONSENT AGENDA ITEMS)

**II. CITY COUNCIL CONSENT AGENDA ITEMS 1 THROUGH 18**

1. Report of Board of Bids and Contracts dated

- a. Report of Board of Bids and Contracts dated July 27, 2015.

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

2. Applications for Licenses:

<u>Special Event</u>	<u>2015</u>	<u>Address</u>
Dorado Marketing LLC	September 11, 2015 to September 13, 2015	1010 North Webb Road

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Jon Suddeth	Delano Barbeque Company**	710 West Douglas

<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Kevin Hess	Kwik Shop 716***	2424 West 37th North
Kevin Hess	Kwik Shop 722***	3959 South Hydraulic
Kevin Hess	Kwik Shop 727***	7107 West 37th North
Kevin Hess	Kwik Shop 731***	710 West 29th North
Kevin Hess	Kwik Shop 748***	2809 East Douglas
Kevin Hess	Kwik Shop 754***	4811 South Seneca
Kevin Hess	Kwik Shop 758***	6327 East 13th North
Kevin Hess	Kwik Shop 772***	2750 South Oliver
Amir Etezazi	EEl CS2***	731 North Ridge
Cecilia Pinon	El Super Del-Centro South***	1560 South Main
Cari Spainhour	Quick Trip #313R***	2821 East 31 Street South
Andrea Lazenby	Walmart #1507***	3030 North Rock Road

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

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

4. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Agreements/Contracts:

- a. Agreement for Professional Services for the 2014 Equus Beds Accounting and Annual Report.

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

6. Design Services Agreements:

- a. Supplemental Agreement No. 1 and Funding for John Mack Bridge. (District III)

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

7. Property Acquisitions:

- a. Acquisition of a Temporary Construction Easement at 5509 E. 13th for the Edgemoor and 13th Street Intersection Improvement Project. (District I)

RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

8. Minutes of Advisory Boards/Commissions

Board of Park Commissioners, June 8, 2015  
Historic Preservation Board, May 11, 2015  
Wichita Public Library, June 16, 2015

RECOMMENDED ACTION: Receive and file.

9. Repair or Removal of Dangerous and Unsafe Structures

Property Address

Council District

- a. 3881 E. Roseberry

III

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on 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.

10. Report on Claims for June 2015.

RECOMMENDED ACTION: Receive and file.

11. Contract Amendment with Center of Hope, Inc.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

12. Eminent Domain Appeal Settlement - Vandes. (District II)

RECOMMENDED ACTION: Authorize the settlement of \$800,000.

13. Surplus of City-owned Property at 1358 N. Green, 2607 and 2611 E. 13th Street. (District I)

RECOMMENDED ACTION: Approve the sale, approve the real estate agreement and authorize any necessary signatures.

14. Purchase Option, The Lux Building, LLC. (District VI)

RECOMMENDED ACTION: Adopt the Resolution approving the Quit Claim Deed, Bill of Sale, Termination and Release of Base Lease, Lease and Assignment of Leases and Satisfaction, Discharge and Release of Indenture and authorize the necessary signatures.

15. 2016 Funding Contributions for the Cheney Lake Watershed Water Quality Project.

RECOMMENDED ACTION: Approve the MOU and working agreement, including funding contributions, and other documents as required, and authorize the necessary signatures.

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

- a. II-16. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

**II. CONSENT PLANNING AGENDA ITEMS**

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

None

**II. CONSENT HOUSING AGENDA ITEMS**

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

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

None

**II. CONSENT AIRPORT AGENDA ITEMS**

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

17. **\*Wichita Dwight D. Eisenhower National Airport - ACT 3 Apron Phase IV - FAA Grant Application.**

RECOMMENDED ACTION: Approve the grant application and agreement and the receipt of funds, along with authorizing the Director of Airports to sign all the documents related to the grant.

18. **\* WAA Report of Board of Bids and Contracts dated July 20, 2015.**

RECOMMENDED ACTION:

Wichita, Kansas  
July 27, 2015  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

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

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

**Market and Topeka Bike Lanes (Kellogg to 21<sup>st</sup> Street) 87TE-0397-01/472-85109 (707052)**

Defer one week

**Armour Bicycle Boulevard (32<sup>nd</sup> and Rushwood to Douglas and Towne East Mall) 87TE=0623-01/472-85111 (707054)**

Defer two weeks

**2015 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Hydraulic) (468-85044/620749/665005) Traffic to be maintained during construction using flag persons and barricades. (District I, III)**

Stannard Construction dba WB Carter - \$137,054.00

**2015 Outsourced Pavement Preservation Program CIP Thermal Crack Repairs Phase 3 (various locations) (472-85208/707084/211547) Traffic to be maintained during construction using flag persons and barricades. (District V)**

Barkley Construction \* - \$1,016,000.00 \*Engineer's Estimate

**Woodridge, from the north line of Lot 34, Block D, north, east and north to the north line of Lot 9, Block C and on Woodridge Court (Lots 10-16, Block C), from the east line of Woodridge, southeasterly to and including the cul-de-sac and that sidewalk be constructed on Woodridge to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (472-85048/766335/490356) Does not affect existing traffic. (District II)**

Kansas Paving - \$172,004.95

**Storm water Drain #401 to serve Falcon Falls 6th Addition (north of 45th Street North, west of Hillside) (468-85038/751537/485428) Does not affect existing traffic. (District I)**

Unruh Excavating LLC - \$88,808.25

**Water Distribution System 448-90677(735534) Lateral 443, FMC Sewer 468-85041 (744398) Country Hollow Addition.**

Nowak Construction\* - \$28,081.00 Group 1  
  \$60,250.00 Group 2  
  \$88,331.00 Total Bid

\*Award 8-25-2015 Subject to City Council approval of new Engineer’s Estimate and Budget Authorization

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

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

**PARK AND RECREATION DEPARTMENT: Sound System Renovation Ice Center.**

Defer one week

**VARIOUS DEPARTMENTS, BOARDS AND AGENCIES: A/C and Furnace Filters.**

Wichita Air Filter Supply\* - \$34,360.74  
\*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Tricycle Type Street Sweepers.**

Sellers Equipment\* - \$377,316.00 Base Bid  
  No Charge Option 2  
  \$5,670.00 Option 3- each  
  Standard Option 4  
  \$35,000.00 Option 6 - each  
  Standard Option 7

\*Award Two (2) Additional units at same unit cost

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

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

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager  
 DATE: July 27, 2015

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**  
July 24, 2015

Market and Topeka Bike Lanes (Kellogg to 21 <sup>st</sup> Street) – Public Works & Utilities Department/Engineering Div.		
	<b>(Defer to August 3, 2015) (Pending KDOT Approval)</b>	
Armour Bicycle Boulevard (32 <sup>nd</sup> and Rushwood to Douglas and Towne East Mall) – Public Works & Utilities Department/Engineering Division		
	<b>(Defer to August 10, 2015) (Pending KDOT Approval)</b>	
2015 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Hydraulic) – Public Works & Utilities Department/Engineering Division		
	<b>Stannard Construction dba WB Carter Construction Co. \$137,054.00</b>	
2015 OP3 CIP Thermal Crack Repairs Phase 3 (Various Locations) – Public Works & Utilities Department/Engineering Division		
	<b>Barkley Construction</b>	<b>(Engineer's Estimate) \$1,016,000.00</b>
Paving – Woodridge, Woodridge Court (south of 29 <sup>th</sup> Street North, west of 127 <sup>th</sup> Street East) – Public Works & Utilities Department/Engineering Division		
	<b>Kansas Paving Company</b>	<b>\$172,004.95</b>
Stormwater Drain #401 to serve Falcon Falls 6 <sup>th</sup> Addition – Public Works & Utilities Dept./Engineering Division		
	<b>Unruh Excavating, LLC</b>	<b>\$88,808.25</b>
Water Distribution System to serve Country Hollow Addition – Public Works & Utilities Department/Engineering Division (Award August 25, 2015 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization)		
	<b>Nowak Construction</b>	
	<b>Group 1 – Water Distribution System</b>	<b>\$28,081.00</b>
	<b>Group 2 – Lateral 443, FMC Sewer</b>	<b>60,250.00</b>
	<b>Aggregate Bid Total</b>	<b><u>\$88,331.00</u></b>

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**  
July 24, 2015

Sound System Renovation at the Wichita Ice Center – Park & Recreation Department		
	<b>(Defer to August 3, 2015)</b>	
Air Conditioning and Furnace Filters – Various Departments, Boards and Agencies		
	<b>Wichita Air Filter Supply (See Exhibit B for Itemized Pricing in the Formal Bid Report)</b>	<b>\$34,360.74</b>
Tricycle Type Street Sweepers – Public Works & Utilities Department/Fleet & Facilities Division		
	<b>Seller's Equipment, Inc.</b>	
	<b>Base Bid</b>	<b>\$377,316.00*</b>
	<b>Option 2</b>	<b>No Charge</b>
	<b>Option 3 (Add) (Per Each)</b>	<b>\$5,670.00</b>
	<b>Option 4</b>	<b>Standard</b>
	<b>Option 6 (Add) (Per Each)</b>	<b>\$35,000.00</b>
	<b>Option 7</b>	<b>Standard</b>

\*Award Two (2) Additional Units Base Bid with Options 2, 3, 4, 6 & 7 at Same Unit Cost

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

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

**PAVING BID TABULATION SUMMARY**

BOARD OF BIDS - July 17, 2015

**RQ540658**

FB540112		Engineer's Construction Estimate	Road Safe Traffic Systems	Traffic Control Services Inc.	Cornejo & Sons, LLC
Market and Topeka Bike Lanes			\$805,538.72	\$577,306.15	
(Kellogg to 21st Street)	BID BOND		X	X	
	ADDENDA	1	X	X	
87TE-0397-01/472-85109 (707052)					
Market and Topeka Bike Lanes		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
(Kellogg to 21st Street)	BID BOND				
	ADDENDA	1			
87TE-0397-01/472-85109 (707052)					
Market and Topeka Bike Lanes		Engineer's Construction Estimate			
(Kellogg to 21st Street)	BID BOND				
	ADDENDA	1			
87TE-0397-01/472-85109 (707052)					
Market and Topeka Bike Lanes		Engineer's Construction Estimate			
(Kellogg to 21st Street)	BID BOND				
	ADDENDA	1			
87TE-0397-01/472-85109 (707052)					
DEFER 1 WEEK PENDING KDOT APPROVAL					

CHECKED BY: KD  
 REVIEWED BY: pt

**PAVING BID TABULATION SUMMARY**

BOARD OF BIDS - July 24, 2015

**RQ540707**

<b>FB540119</b>		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
<b>Armour Bicycle Boulevard</b>				\$476,839.15	\$463,544.50
<b>(32nd &amp; Rushwood to Douglas &amp; Towne East Mall)</b>	BID BOND				
	ADDENDA	1		X	X
<b>87TE-0623-01/472-85111 (707054)</b>					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Merry Technology Inc
<b>Armour Bicycle Boulevard</b>				\$408,669.55	\$1,787,019.00
<b>(32nd and Rushwood to Douglas and Towne East Mall)</b>	BID BOND				
	ADDENDA	1		X	
<b>87TE-0623-01/472-85111 (707054)</b>					
		Engineer's Construction Estimate	Pearson Construction		
<b>Armour Bicycle Boulevard</b>			\$388,427.50		
<b>(32nd and Rushwood to Douglas and Towne East Mall)</b>	BID BOND				
	ADDENDA	1	X		
<b>87TE-0623-01/472-85111 (707054)</b>					
		Engineer's Construction Estimate			
<b>Armour Bicycle Boulevard</b>					
<b>(32nd and Rushwood to Douglas and Towne East Mall)</b>	BID BOND				
	ADDENDA	1			
<b>87TE-0623-01/472-85111 (707054)</b>					
<b>DEFER 2 WEEKS PENDING KDOT APPROVAL</b>					

CHECKED BY: *jll*  
 REVIEWED BY: *ps*

**SANITARY SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - July 24, 2015

**RQ540808**

<b>FB540133</b>		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
<b>2015 Sanitary Sewer Reconstruction Phase 8</b>		\$193,000.00	\$138,745.00		
(north of Pawnee, east of Hydraulic)	BID BOND				
468-85044	ADDENDA	0			
(620749)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
<b>2015 Sanitary Sewer Reconstruction Phase 8</b>		\$193,000.00			
(north of Pawnee, east of Hydraulic)	BID BOND				
468-85044	ADDENDA	0			
(620749)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Merry Technology Inc
<b>2015 Sanitary Sewer Reconstruction Phase 8</b>		\$193,000.00		\$137,054.00	\$206,620.00
(north of Pawnee, east of Hydraulic)	BID BOND			X	
468-85044	ADDENDA	0			
(620749)					
		Engineer's Construction Estimate	Wichita Excavation LLC		
<b>2015 Sanitary Sewer Reconstruction Phase 8</b>		\$193,000.00	\$138,340.00		
(north of Pawnee, east of Hydraulic)	BID BOND				
468-85044	ADDENDA	0			
(620749)					

CHECKED BY: *jld*  
 REVIEWED BY: *ps*

**PAVING BID TABULATION SUMMARY**

BOARD OF BIDS - July 24, 2015

RQ540809

<b>FB540134</b>		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Comejo & Sons, LLC
<b>2015 OP3 CIP Thermal Crack Repairs Phase 3</b>		\$1,016,000.00		\$757,975.00	\$1,248,250.00
	BID BOND				
<b>(Various Locations)</b>	ADDENDA	0			
<b>472-85208 (707084)</b>					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Merry Technology Inc
<b>2015 OP3 CIP Thermal Crack Repairs Phase 3</b>		\$1,016,000.00		\$770,500.00	\$1,114,500.00
	BID BOND				
<b>(Various Locations)</b>	ADDENDA	0			
<b>472-85208 (707084)</b>					
		Engineer's Construction Estimate	PPJ Construction Inc		
<b>2015 OP3 CIP Thermal Crack Repairs Phase 3</b>		\$1,016,000.00	\$830,000.00		
	BID BOND		X		
<b>(Various Locations)</b>	ADDENDA	0			
<b>472-85208 (707084)</b>					
		Engineer's Construction Estimate			
<b>2015 OP3 CIP Thermal Crack Repairs Phase 3</b>		\$1,016,000.00			
	BID BOND				
<b>(Various Locations)</b>	ADDENDA	0			
<b>472-85208 (707084)</b>					
<b>CONTRACT-AWARDED FOR ENGINEER'S ESTIMATE \$1,016,000.00</b>					

CHECKED BY: *jld*  
 REVIEWED BY: *opt*

**PAVING BID TABULATION SUMMARY**

BOARD OF BIDS - July 24, 2015

**RQ540810**

<b>FB540135</b>		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
<b>Woodridge, Woodridge Ct.</b>		\$237,438.00	\$193,685.10		\$179,459.10
<b>(south of 29th Street North, west of 127th Street East)</b>	BID BOND				
	ADDENDA	0			
<b>472-85048 (766335)</b>					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Merry Technology Inc
<b>Woodridge, Woodridge Ct.</b>		\$237,438.00		\$172,004.95	\$208,181.00
<b>(south of 29th Street North, west of 127th Street East)</b>	BID BOND				
	ADDENDA	0			
<b>472-85048 (766335)</b>					
		Engineer's Construction Estimate	PPJ Construction Inc		
<b>Woodridge, Woodridge Ct.</b>		\$237,438.00	\$232,980.00 Corrected		
<b>(south of 29th Street North, west of 127th Street East)</b>	BID BOND		X		
	ADDENDA	0			
<b>472-85048 (766335)</b>					
		Engineer's Construction Estimate			
<b>Woodridge, Woodridge Ct.</b>		\$237,438.00			
<b>(south of 29th Street North, west of 127th Street East)</b>	BID BOND				
	ADDENDA	0			
<b>472-85048 (766335)</b>					

CHECKED BY: *jld*  
 REVIEWED BY: *ops*

**STORM SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - July 24, 2015

RQ540811

FB540136		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Stormwater Drain #401		\$119,527.00			\$92,980.00
Falcon Falls 6th Addition	BID BOND				
468-85038	ADDENDA	2			
(751537)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Stormwater Drain #401		\$119,527.00			
Falcon Falls 6th Addition	BID BOND				
468-85038	ADDENDA	2			
(751537)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Unruh Excavating LLC
Stormwater Drain #401		\$119,527.00			\$88,808.25
Falcon Falls 6th Addition	BID BOND				
468-85038	ADDENDA	2			
(751537)					
		Engineer's Construction Estimate	Bob Bergkamp Construction Co		
Stormwater Drain #401		\$119,527.00	\$211,355.00		
Falcon Falls 6th Addition	BID BOND				
468-85038	ADDENDA	2			
(751537)					

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 REVIEWED BY: *px*

## WATER BID TABULATION SUMMARY

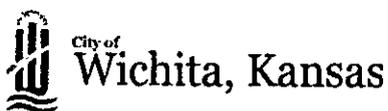
BOARD OF BIDS - July 24, 2015

RQ540812

FB540137		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90677 (735534)	Group 1		\$27,706.00	\$30,380.00	\$30,253.00
Lat 443, FMC Sewer 468-85041 (744398)	Group 2		\$64,020.20	\$79,670.00	\$78,082.20
Country Hollow Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>			<b>\$91,726.20</b>	<b>\$110,050.00</b>	<b>\$108,335.20</b>
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System 448-90677 (735534)	Group 1			\$28,081.00	
Lat 443, FMC Sewer 468-85041 (744398)	Group 2			\$60,250.00	
Country Hollow Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>				<b>\$88,331.00</b>	
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Water Distribution System 448-90677 (735534)	Group 1				
Lat 443, FMC Sewer 468-85041 (744398)	Group 2				
Country Hollow Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>					
		Engineer's Construction Estimate			
Water Distribution System 448-90677 (735534)	Group 1				
Lat 443, FMC Sewer 468-85041 (744398)	Group 2				
Country Hollow Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>					

Award 8-25-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization.

CHECKED BY: *jll*  
REVIEWED BY: *ps*



**BID RESULTS**

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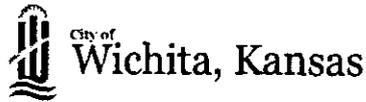
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation:** FB540130   **Sound System Renovation Ice Center**   **Close Date/Time:** 7/24/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid   [Return to the Bid List](#)  
**Award Method:** Aggregate Cost  
**Department:** Parks   **Responses:** 3

Vendors	Complete	Bid Total	City Comments
ELECTRONIC CONTRACTING COMPANY	Complete	\$41,551.00	Defer to 8/3/2015 Park & Recreation Department
CONFERENCE TECHNOLOGIES, INC.	Complete	\$43,458.21	
MCCLELLAND SOUND INC	Complete	\$44,901.40	

[Top of the Page](#)





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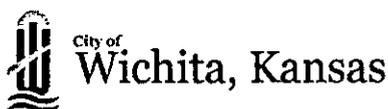
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation:** FB540132      **A/C and Furnace Filters**      **Close Date/Time:** 7/24/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Purchasing Department      **Responses:** 3

Vendors	Complete	Bid Total	City Comments
WICHITA AIR FILTER SUPPLY	Complete	\$34,360.74	Award 7-28-15 Various Departments, Boards, & Agencies
TRI-DIM FILTER CORPORATION	Complete	\$38,801.89	
IBT INC	Complete	\$49,210.88	

[Top of the Page](#)





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

**Vendor Group Line**  
**Solicitation:** FB540132      **A/C and Furnace Filters**      **Close Date/Time:** 7/24/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Purchasing Department      **Responses:** 3  
**Go to:** 001

**Line 001 | FILTER, AIR, FRAMED, 12 X 20 X 1, 12/CS FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	60	Each	\$0.8000	\$48.00	Complete	
TRI-DIM FILTER CORPORATION	60	Each	\$0.9800	\$58.80	Complete	
IBT INC	60	Each	\$1.3300	\$79.80	Complete	

**Line 002 | FILTER, AIR, FRAMED, 16 X 20 X 1, 12/CS (GLASFLOSS ONLY OR APPROVED EQUAL) FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	84	Each	\$0.8000	\$67.20	Complete	
TRI-DIM FILTER CORPORATION	84	Each	\$0.9800	\$82.32	Complete	
IBT INC	84	Each	\$1.1900	\$99.96	Complete	

**Line 003 | FILTER, AIR, FRAMED, 16 X 25 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	48	Each	\$0.8000	\$38.40	Complete	
TRI-DIM FILTER CORPORATION	48	Each	\$1.0100	\$48.48	Complete	
IBT INC	48	Each	\$1.2300	\$59.04	Complete	

**Line 004 | FILTER, AIR, FRAMED, 18 X 25 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	24	Each	\$1.2000	\$28.80	Complete	
TRI-DIM FILTER	24	Each	\$1.4400	\$34.56	Complete	

CORPORATION

IBT INC 24 Each \$1.9200 \$46.08 Complete

Line 005 | FILTER, AIR, FRAMED, 20 X 20 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	12	Each	\$0.8000	\$9.60	Complete	
TRI-DIM FILTER CORPORATION	12	Each	\$0.9800	\$11.76	Complete	
IBT INC	12	Each	\$1.1900	\$14.28	Complete	

Line 006 | FILTER, AIR, FRAMED, 20 X 25 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	252	Each	\$0.8900	\$224.28	Complete	
TRI-DIM FILTER CORPORATION	252	Each	\$1.0800	\$272.16	Complete	
IBT INC	252	Each	\$1.3300	\$335.16	Complete	

Line 007 | FILTER, AIR, FRAMED, 24 X 30 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	60	Each	\$0.8000	\$48.00	Complete	
TRI-DIM FILTER CORPORATION	60	Each	\$1.9100	\$114.60	Complete	
IBT INC	60	Each	\$3.4100	\$204.60	Complete	

Line 008 | FILTER, AIR, FRAMED, 25 X 25 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	24	Each	\$0.8000	\$19.20	Complete	
TRI-DIM FILTER CORPORATION	24	Each	\$1.5000	\$36.00	Complete	
IBT INC	24	Each	\$1.9700	\$47.28	Complete	

Line 009 | FILTER, AIR, FRAMED, 16 X 16 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	32	Each	\$1.0300	\$32.96	Complete	
IBT INC	32	Each	\$2.0500	\$65.60	Complete	

TRI-DIM FILTER CORPORATION 32 Each \$2.5300 \$80.96 Complete

**Line 010** | FILTER, AIR, FRAMED, 16 X 20 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	60	Each	\$1.0300	\$61.80	Complete	
TRI-DIM FILTER CORPORATION	60	Each	\$1.3600	\$81.60	Complete	
IBT INC	60	Each	\$1.5400	\$92.40	Complete	

**Line 011** | FILTER, AIR, FRAMED, 16 X 24 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	48	Each	\$1.0300	\$49.44	Complete	
TRI-DIM FILTER CORPORATION	48	Each	\$1.4700	\$70.56	Complete	
IBT INC	48	Each	\$1.8300	\$87.84	Complete	

**Line 012** | FILTER, AIR, FRAMED, 16 X 25 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	108	Each	\$1.0300	\$111.24	Complete	
TRI-DIM FILTER CORPORATION	108	Each	\$1.3600	\$146.88	Complete	
IBT INC	108	Each	\$1.6800	\$181.44	Complete	

**Line 013** | FILTER, AIR, FRAMED, 20 X 20 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	220	Each	\$1.0300	\$226.60	Complete	
TRI-DIM FILTER CORPORATION	220	Each	\$1.3600	\$299.20	Complete	
IBT INC	220	Each	\$1.6900	\$371.80	Complete	

**Line 014** | FILTER, AIR, FRAMED, 20 X 25 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	292	Each	\$1.1000	\$321.20	Complete	
TRI-DIM FILTER	292	Each	\$1.4700	\$429.24	Complete	

CORPORATION

IBT INC 292 Each \$1.8700 \$546.04 Complete

**Line 015** | FILTER, AIR, FRAMED, 24 X 24 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	12	Each	\$1.1000	\$13.20	Complete	
TRI-DIM FILTER CORPORATION	12	Each	\$1.7300	\$20.76	Complete	
IBT INC	12	Each	\$2.1100	\$25.32	Complete	

**Line 016** | FILTER, AIR, FRAMED, 18 X 24 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	60	Each	\$1.1000	\$66.00	Complete	
TRI-DIM FILTER CORPORATION	60	Each	\$1.4700	\$88.20	Complete	
IBT INC	60	Each	\$1.9500	\$117.00	Complete	

**Line 017** | FILTER, AIR, FRAMED, 8 X 16 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	24	Each	\$1.3700	\$32.88	Complete	
TRI-DIM FILTER CORPORATION	24	Each	\$3.4000	\$81.60	Complete	
IBT INC	24	Each	\$3.9300	\$94.32	Complete	

**Line 018** | FILTER, AIR, FRAMED, 10 X 36 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	110	Each	\$2.7000	\$297.00	Complete	
IBT INC	110	Each	\$5.7900	\$636.90	Complete	
TRI-DIM FILTER CORPORATION	110	Each	\$6.5000	\$715.00	Complete	

**Line 019** | FILTER, AIR, FRAMED, 12 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	60	Each	\$2.0900	\$125.40	Complete	
IBT INC	60	Each	\$3.3500	\$201.00	Complete	

TRI-DIM FILTER CORPORATION 60 Each \$3.6200 \$217.20 Complete

**Line 020 | FILTER, AIR, FRAMED, 14 X 22 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	25	Each	\$2.0900	\$52.25	Complete	
TRI-DIM FILTER CORPORATION	25	Each	\$3.5600	\$89.00	Complete	
IBT INC	25	Each	\$5.7900	\$144.75	Complete	

**Line 021 | FILTER, AIR, FRAMED, 14 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	96	Each	\$2.3900	\$229.44	Complete	
WICHITA AIR FILTER SUPPLY	96	Each	\$2.7900	\$267.84	Complete	
IBT INC	96	Each	\$3.0100	\$288.96	Complete	

**Line 022 | FILTER, AIR, FRAMED, 15 X 20 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	84	Each	\$2.0200	\$169.68	Complete	
TRI-DIM FILTER CORPORATION	84	Each	\$2.2300	\$187.32	Complete	
IBT INC	84	Each	\$2.8500	\$239.40	Complete	

**Line 023 | FILTER, AIR, FRAMED, 16 X 20 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	60	Each	\$2.1800	\$130.80	Complete	
WICHITA AIR FILTER SUPPLY	60	Each	\$2.4300	\$145.80	Complete	
IBT INC	60	Each	\$2.4300	\$145.80	Complete	

**Line 024 | FILTER, AIR, FRAMED, 16 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	372	Each	\$2.2200	\$825.84	Complete	
IBT INC	372	Each	\$2.5700	\$956.04	Complete	

WICHITA AIR FILTER SUPPLY	372	Each	\$2.7100	\$1,008.12	Complete
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**Line 025** | FILTER, AIR, FRAMED, 19 X 27 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	25	Each	\$2.0900	\$52.25	Complete	
IBT INC	25	Each	\$6.5100	\$162.75	Complete	
TRI-DIM FILTER CORPORATION	25	Each	\$7.1100	\$177.75	Complete	

**Line 026** | FILTER, AIR, FRAMED, 20 X 20 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	110	Each	\$2.3400	\$257.40	Complete	
IBT INC	110	Each	\$2.5900	\$284.90	Complete	
WICHITA AIR FILTER SUPPLY	110	Each	\$2.7100	\$298.10	Complete	

**Line 027** | FILTER, AIR, FRAMED, 20 X 21.5 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	12	Each	\$2.9900	\$35.88	Complete	
TRI-DIM FILTER CORPORATION	12	Each	\$3.9400	\$47.28	Complete	
IBT INC	12	Each	\$6.1700	\$74.04	Complete	

**Line 028** | FILTER, AIR, FRAMED, 20 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	288	Each	\$2.4200	\$696.96	Complete	
IBT INC	288	Each	\$2.9100	\$838.08	Complete	
WICHITA AIR FILTER SUPPLY	288	Each	\$3.0700	\$884.16	Complete	

**Line 029** | FILTER, AIR, FRAMED, 22 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	24	Each	\$2.7900	\$66.96	Complete	
TRI-DIM FILTER	24	Each	\$3.8700	\$92.88	Complete	

CORPORATION

IBT INC	24	Each	\$6.5100	\$156.24	Complete
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**Line 030** | FILTER, AIR, FRAMED, 24 X 24 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	12	Each	\$2.7500	\$33.00	Complete	
WICHITA AIR FILTER SUPPLY	12	Each	\$3.2000	\$38.40	Complete	
IBT INC	12	Each	\$3.2100	\$38.52	Complete	

**Line 031** | FILTER, AIR, FRAMED, 10 X 10 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	24	Each	\$1.5900	\$38.16	Complete	
TRI-DIM FILTER CORPORATION	24	Each	\$3.4900	\$83.76	Complete	
IBT INC	24	Each	\$5.2300	\$125.52	Complete	

**Line 032** | FILTER, AIR, FRAMED, 12 X 16 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	24	Each	\$1.6900	\$40.56	Complete	
TRI-DIM FILTER CORPORATION	24	Each	\$3.6000	\$86.40	Complete	
IBT INC	24	Each	\$4.5500	\$109.20	Complete	

**Line 033** | FILTER, AIR, FRAMED, 12 X 24 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	24	Each	\$2.1300	\$51.12	Complete	
IBT INC	24	Each	\$2.5100	\$60.24	Complete	
WICHITA AIR FILTER SUPPLY	24	Each	\$2.5700	\$61.68	Complete	

**Line 034** | FILTER, AIR, FRAMED, 14 X 25 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	12	Each	\$2.4900	\$29.88	Complete	
WICHITA AIR FILTER						

SUPPLY	12	Each	\$3.1000	\$37.20	Complete
IBT INC	12	Each	\$3.1700	\$38.04	Complete

**Line 035** | FILTER, AIR, FRAMED, 15 X 20 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	24	Each	\$2.2300	\$53.52	Complete	
IBT INC	24	Each	\$2.8500	\$68.40	Complete	
WICHITA AIR FILTER SUPPLY	24	Each	\$2.9500	\$70.80	Complete	

**Line 036** | FILTER, AIR, FRAMED, 16 X 12 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	24	Each	\$1.6900	\$40.56	Complete	
TRI-DIM FILTER CORPORATION	24	Each	\$3.4900	\$83.76	Complete	
IBT INC	24	Each	\$4.5500	\$109.20	Complete	

**Line 037** | FILTER, AIR, FRAMED, 16 X 20 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	1538	Each	\$2.1300	\$3,275.94	Complete	
IBT INC	1538	Each	\$2.5300	\$3,891.14	Complete	
WICHITA AIR FILTER SUPPLY	1538	Each	\$2.5700	\$3,952.66	Complete	

**Line 038** | FILTER, AIR, FRAMED, 16 X 25 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	420	Each	\$2.3700	\$995.40	Complete	
IBT INC	420	Each	\$2.8300	\$1,188.60	Complete	
WICHITA AIR FILTER SUPPLY	420	Each	\$2.8800	\$1,209.60	Complete	

**Line 039** | FILTER, AIR, FRAMED, 16 X 24 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	24	Each	\$2.4900	\$59.76	Complete	
WICHITA AIR FILTER						

SUPPLY	24	Each	\$2.5300	\$60.72	Complete
IBT INC	24	Each	\$3.2900	\$78.96	Complete

**Line 040** | FILTER, AIR, FRAMED, 19-1/2 X 21 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	84	Each	\$1.7000	\$142.80	Complete	
TRI-DIM FILTER CORPORATION	84	Each	\$4.6600	\$391.44	Complete	
IBT INC	84	Each	\$6.7800	\$569.52	Complete	

**Line 041** | FILTER, AIR, FRAMED, 19-1/2 X 29-3/4 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	896	Each	\$2.0300	\$1,818.88	Complete	
TRI-DIM FILTER CORPORATION	896	Each	\$3.6600	\$3,279.36	Complete	
IBT INC	896	Each	\$7.4000	\$6,630.40	Complete	

**Line 042** | FILTER, AIR, FRAMED, 19-1/2 X 32 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	144	Each	\$2.1000	\$302.40	Complete	
TRI-DIM FILTER CORPORATION	144	Each	\$8.0000	\$1,152.00	Complete	
IBT INC	144	Each	\$8.1700	\$1,176.48	Complete	

**Line 043** | FILTER, AIR, FRAMED, 20 X 20 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	1644	Each	\$2.3700	\$3,896.28	Complete	
IBT INC	1644	Each	\$2.8200	\$4,636.08	Complete	
WICHITA AIR FILTER SUPPLY	1644	Each	\$2.8400	\$4,668.96	Complete	

**Line 044** | FILTER, AIR, FRAMED, 20 X 24 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	24	Each	\$2.7000	\$64.80	Complete	
IBT INC	24	Each	\$3.2700	\$78.48	Complete	

WICHITA AIR FILTER SUPPLY	24	Each	\$3.2800	\$78.72	Complete
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**Line 045** | FILTER, AIR, FRAMED, 20 X 25 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	3456	Each	\$2.6200	\$9,054.72	Complete	
IBT INC	3456	Each	\$3.2000	\$11,059.20	Complete	
WICHITA AIR FILTER SUPPLY	3456	Each	\$3.2500	\$11,232.00	Complete	

**Line 046** | FILTER, AIR, FRAMED, 24 X 24 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	228	Each	\$3.0000	\$684.00	Complete	
IBT INC	228	Each	\$3.5100	\$800.28	Complete	
WICHITA AIR FILTER SUPPLY	228	Each	\$3.6400	\$829.92	Complete	

**Line 047** | FILTER, AIR, FRAMED, 24-1/2 X 29-3/4 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA AIR FILTER SUPPLY	1064	Each	\$2.0700	\$2,202.48	Complete	
TRI-DIM FILTER CORPORATION	1064	Each	\$7.0000	\$7,448.00	Complete	
IBT INC	1064	Each	\$8.0700	\$8,586.48	Complete	

**Line 048** | FILTER, AIR, FRAMED, 24 X 24 X 4P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 4 INCH THICK, PLEATED

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	24	Each	\$4.6200	\$110.88	Complete	
WICHITA AIR FILTER SUPPLY	24	Each	\$6.2000	\$148.80	Complete	
IBT INC	24	Each	\$6.5900	\$158.16	Complete	

**Line 049** | AUTO ROLL FILTER, 31-3/8" WIDE BY 65' LONG BY 1/2", POLYESTER, MEDI ROLL, TACKIFIED. TRANE TP3138, PUROLATOR #5390103153 OR APPROVED EQUAL.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	4	Each	\$65.8300	\$263.32	Complete	
WICHITA AIR FILTER	4	Each	\$75.2000	\$300.80	Complete	

SUPPLY

IBT INC 4 Each \$79.9100 \$319.64 Complete

**Line 050** | AUTO ROLL FILTER, 54-3/8" WIDE BY 65' LONG BY 1/2", POLYESTER, MEDI ROLL, TACKIFIED. TRANE TP5438, PUROLATOR #5390103163 OR APPROVED EQUAL.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	4	Each	\$94.0000	\$376.00	Complete	
WICHITA AIR FILTER SUPPLY	4	Each	\$99.1000	\$396.40	Complete	
IBT INC	4	Each	\$121.5100	\$486.04	Complete	

**Line 051** | AUTO ROLL FILTER, 55-7/8" WIDE BY 65' LONG BY 1/2", POLYESTER, MEDI ROLL, TACKIFIED. CONTINENTAL CORE COP5578, PUROLATOR #5390103058 OR APPROVED EQUAL.

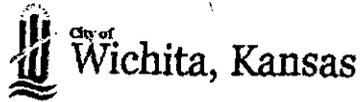
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	8	Each	\$88.0000	\$704.00	Complete	
WICHITA AIR FILTER SUPPLY	8	Each	\$98.2500	\$786.00	Complete	
IBT INC	8	Each	\$121.6600	\$973.28	Complete	

**Line 052** | AUTO ROLL FILTER, 67-7/8" WIDE BY 65' LONG BY 1/2", POLYESTER, MEDI ROLL, TACKIFIED. CONTINENTAL COP6778, PUROLATOR #5390168435 OR APPROVED EQUAL.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRI-DIM FILTER CORPORATION	10	Each	\$100.0000	\$1,000.00	Complete	
WICHITA AIR FILTER SUPPLY	10	Each	\$110.0000	\$1,100.00	Complete	
IBT INC	10	Each	\$143.2200	\$1,432.20	Complete	

Top of the Page





**BID RESULTS**

[Registration](#)

[Solicitations](#)

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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: FB540022 Tricycle Type Street Sweepers Close Date/Time: 2/27/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

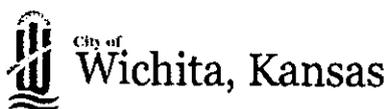
Department: Public Works Fleet & Facilities

Responses: 2

Vendors	Complete	Bid Total	City Comments
SELLERS EQUIPMENT INC	Partial	\$364,986.00	Award 03/03/2015 Base Bid * w/opt 1,2,3,4,6, & 7 Public Works & Utilities Dept./Fleet & Facilities Div
KEY EQUIPMENT & SUPPLY CO	Partial	\$375,190.00	

\*Award 07/28/2015 two (2) additional units Base Bid with options 2,3,4,6, & 7 same unit cost Public Works & Utilities Dept./Fleet & Facilities Div.





**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:** FB540022      **Tricycle Type Street Sweepers**      **Close Date/Time:** 2/27/2015 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** | Base Bid: New Current Model Self-Propelled Tricycle Front/Rear Wheel Steer Type Street Sweeper with Single/Dual Controls. Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	2	Each	\$188,658.0000	\$377,316.00	Complete	Global M3 2015
KEY EQUIPMENT & SUPPLY CO	2	Each	\$203,500.0000	\$407,000.00	Complete	Elgin Pelican 2015

**Line 002** | OPTION 1: Trade-In Allowance for Two (2) Sweepers (1) 002085, Street Sweeper, 2009, Elgin Pelican NP1252D (1) 002085, Street Sweeper, 2009, Elgin Pelican NP1253D Lump Sum Deduct from Total for Two (2) Sweepers.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	1	Lump Sum	(\$86,650.0000)	(\$86,650.00)	Complete	
SELLERS EQUIPMENT INC	1	Lump Sum	(\$53,000.0000)	(\$53,000.00)	Complete	

**Line 003** | OPTION 2: Complete Three (3) Years Hydraulic System, Drive Train, Hydrostatic Drive, and Engine. Include Parts and Labor Warranty (to include electrical components). Cost per Sweeper

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	No Charge
KEY EQUIPMENT & SUPPLY CO	1	Each	\$8,900.0000	\$8,900.00	Complete	

**Line 004** | OPTION 3: Fully Floating Rubber Spring and Torque Rod Suspension System for Global Street Sweepers. Cost per Sweeper.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$5,670.0000	\$5,670.00	Complete	
KEY EQUIPMENT & SUPPLY CO					No Bid.	

**Line 005** | OPTION 4: Limb Guards on Both Sides of the Cabs. Cost per Sweeper.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	Standard
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KEY EQUIPMENT & SUPPLY CO	1	Each	\$2,090.0000	\$2,090.00	Complete	
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Line 006 | OPTION 5: One Set of Carbide Type Drag Shoes per Machine. Cost per Sweeper. THIS ITEM HAS BEEN DELETED, NO BID THIS ITEM

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO					No Bid.	
SELLERS EQUIPMENT INC					No Bid.	

Line 007 | OPTION 6: Maintenance of Sweepers. Cost per Sweeper

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$35,000.0000	\$35,000.00	Complete	
KEY EQUIPMENT & SUPPLY CO	1	Each	\$39,500.0000	\$39,500.00	Complete	

Line 008 | OPTION 7: Cab Doors Shall Have Slider Windows. Cost per Sweeper.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	Standard
KEY EQUIPMENT & SUPPLY CO	1	Each	\$3,500.0000	\$3,500.00	Complete	

Line 009 | OPTION 8: Cab Rear Window Shall be a Slider. Cost per Sweeper.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	Not Available
KEY EQUIPMENT & SUPPLY CO	1	Each	\$850.0000	\$850.00	Complete	

Top of the Page



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

- a. 2015 Sanitary Sewer Rehabilitation Phase D (CIPP) (north of 31st Street South, east of West Street) (468-85036/620747/665005) Traffic to be maintained during construction using flagpersons and barricades. (District II,III,IV,VI) - \$397,000.00
- b. Lateral 431, Four Mile Creek Sewer to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (468-84823/744393/480085) Does not affect existing traffic. (District II) - \$219,480.00
- c. Water Distribution System to serve Falcon Falls 2nd Addition (north of 45th Street North, west of Hillside) (448-90602/735533/470206) Does not affect existing traffic. (District I) - \$71,500.00

**PRELIMINARY ESTIMATE of the cost of:**  
 2015 Sanitary Sewer Rehabilitation Phase D (CIPP)  
 (north of 31st St. S., east of West St.)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	Pipe, Cured-in-Place, 8" (Site 1)	1,465	If
2	Pipe, Cured-in-Place, 8" (Site 2)	911	If
3	Pipe, Cured-in-Place, 8" (Site 3)	329	If
4	Pipe, Cured-in-Place, 8" (Site 4)	676	If
5	Pipe, Cured-in-Place, 8" (Site 5)	1,478	If
6	Pipe, Cured-in-Place, 8" (Site 6)	305	If
7	Pipe, Cured-in-Place, 8" (Site 7)	328	If
8	Pipe, Cured-in-Place, 8" (Site 8)	447	If
9	Pipe, Cured-in-Place, 8" (Site 9)	967	If
10	Pipe, Cured-in-Place, 8" (Site 10)	280	If
11	Pipe, Cured-in-Place, 8" (Site 11)	176	If
12	Pipe, Cured-in-Place, 8" (Site 12)	1,007	If
13	Pipe, Cured-in-Place, 8" (Site 13)	771	If
14	Pipe, Cured-in-Place, 8" (Site 14)	371	If
15	Pipe, Cured-in-Place, 8" (Site 15)	576	If
16	Pipe, Cured-in-Place, 8" (Site 16)	547	If
17	Pipe, Cured-in-Place, 8" (Site 17)	303	If
18	Pipe, Cured-in-Place, 8" (Site 18)	546	If
19	Pipe, Cured-in-Place, 8" (Site 19)	1,277	If
20	Pipe, Cured-in-Place, 8" (Site 20)	949	If
21	Pipe, Cured-in-Place, 8" (Site 21)	345	If
22	Pipe, Cured-in-Place, 8" (Site 22)	163	If
23	Site Preparation	1	LS
24	Site Restoration	1	LS

**Construction Subtotal** \_\_\_\_\_

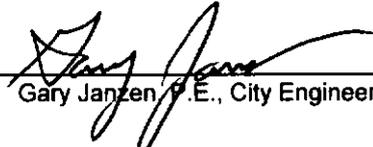
Engineering & Inspection  
 Administration  
 Publication

**Total Estimated Cost** \_\_\_\_\_

**\$397,000.00**

CITY OF WICHITA)  
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

\_\_\_\_\_  
 City Clerk

To be Bid:

July 17, 2015

**PRELIMINARY ESTIMATE of the cost of:**

Lateral 431, Four Mile Creek Sewer to serve Woods North 3rd Addition  
(south of 29th Street North, west of 127th Street East)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	Pipe, SS 8"	1,049	lf
2	Pipe, SS 12"	1,250	lf
3	Air Testing, SS Pipe	2,299	lf
4	Pipe Stub, 4"	2	ea
5	Pipe Stub, 8"	1	ea
6	Pipe Stub, 12"	1	ea
7	MH Adjusted, SS	1	ea
8	MH, Standard SS (4')	6	ea
9	MH, Shallow SS (4')	1	ea
10	MH, Standard SS (5')	3	ea
11	Riser Assembly 4", Manhole Stub	2	ea
12	Riser Assembly 4", Vertical	12	ea
13	Fill, Flowable	41	lf
14	Fill, Sand (Flushed & Vibrated)	261	lf
15	Seeding	1	LS
16	Site Clearing	1	LS
17	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS**

18	MH, Joint Wrap	34	lf
19	BMP, Construction Entrance	1	ea
20	BMP, Drop Inlet Protection	3	ea
21	BMP, Erosion Control Berm	570	lf
22	BMP, Silt Fence	1,640	lf

**Construction Subtotal** \_\_\_\_\_

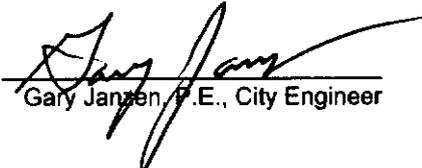
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

**Total Estimated Cost** \_\_\_\_\_

**\$219,480.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
 \_\_\_\_\_  
 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

To be Bid: July 17, 2015

**PRELIMINARY ESTIMATE of the cost of:**  
Water Distribution System to serve Falcon Falls 2nd Addition  
(north of 45th Street North, west of Hillside)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	Pipe, WL 8"	1,549	lf
2	Fire Hydrant Assembly	1	ea
3	Valve Assembly, 8"	1	ea
4	Valve Assembly, 8", Anchored	1	ea
5	Valve Assembly, 8", Anchored, Special	1	ea
6	Valve Assembly, Blowoff, 2"	2	ea
7	Site Clearing	1	LS
8	Site Restoration	1	LS
9	Seeding	1	LS
10	Maintain Existing BMPs	1	LS

**MEASURED QUANTITY BID ITEMS**

11	BMP, Construction Entrance	1	ea
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**Construction Subtotal** \_\_\_\_\_

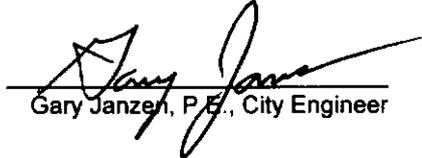
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

**Total Estimated Cost** \_\_\_\_\_

**\$71,500.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
 \_\_\_\_\_  
 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

City of Wichita  
City Council Meeting  
July 28, 2015

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Professional Services for the 2014 Equus Beds Accounting and Annual Report (All Districts)

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

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** As a condition of the permit to operate the Aquifer Storage and Recovery (ASR) project, the City of Wichita is required to provide an accounting of water volumes withdrawn and recharged into the Equus Beds Aquifer. One of the conditions placed on the project by the Chief Engineer of the Division of Water Resources (DWR) was the use of a hydrogeological computer model to determine the amount of recharge credits available for appropriation. This accounting report is required annually for the life of the project.

Burns and McDonnell Engineering Company (BMcD) was originally competitively selected as the service provider for other ASR tasks, and is the only local firm tracking ASR performance on a year-round basis, thus facilitating report generation. The original hydrogeological model was developed by BMcD and the United States Geological Service (USGS) to show all of the water uses in the project area, and account for all of the components necessary for DWR to allocate water appropriations to the City of Wichita. In 2014, BMcD and USGS updated the hydrogeological computer model, and used it to complete the 2013 report. BMcD is experienced using the model, and has a clear understanding and unique knowledge of recharging accounting regulations, the data, inputs, and protocols for collection, preparation, and quality control of data for the accounting report.

**Analysis:** As a condition of the operating permit to recharge water into the Equus Beds Aquifer, an annual accounting report of water recharge and withdrawal, based on the accounting model, must be generated each year. Due to the specific experience and knowledge, utilizing BMcD removes the learning expense another firm would introduce, and reduces the other resources necessary to facilitate data acquisition and report preparation. The proposed agreement between the City and BMcD provides for:

- Addition of 2014 data to the MODFLOW model.
- Operation of the updated model and analysis of the results.
- Generation of annual results from 2006 to 2014.
- Calculation of recharge credits; and
- Generation of the 2014 Annual Report.
- Submission of the 2014 Annual Report to Department of Water Resources (DWR).

**Financial Considerations:** Payment to BMcD will be based on time-related charges for labor and direct expenses, with the total of all payments not to exceed \$98,439. This amount is \$7,398 less than 2013 because modifications were not made to the hydrogeological model in 2015. The agreement provides that any costs in excess of the stated limit will be agreed upon by both parties prior to the services being provided or expenses being incurred. Funding is allocated as a 2015 budgeted expense of Production and Pumping's Operations Budget within the Water Utility.

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

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

**Attachments:** Exhibit "A" Non-Discrimination Agreement and Exhibit "B" Cost Estimate.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

for

2014 ASR ACCOUNTING MODEL & ANNUAL REPORT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BURNS & MCDONNELL ENGINEERING COMPANY, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY wishes to supplement their current staff capabilities in the areas of water resource planning, water rights administration, AND Aquifer Storage and Recovery.

WHEREAS, the major components of this PROJECT will include, but not be limited to providing engineering services to the City of Wichita Public Works and Utilities; and,

WHEREAS, the work will be conducted under the direction of the City Engineer or his designated representative.

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

I. SCOPE OF SERVICES

- A. The ENGINEER shall furnish professional services to complete the 2014 ASR Accounting Model & Annual Report. The major tasks for this work include:

1. Update the MODFLOW model with 2014 data.
  2. Run the model and obtain 2014 results.
  3. Calculate recharge credits
  4. Generate 2014 report and submit to Department of Water Resources (DWR).
- B. ASR operations, reporting, and management consulting services as requested.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as requested.
- 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. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "A" which is attached hereto and adopted by reference as though fully set forth herein.
- F. 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.
- G. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT. 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.
- H. 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, writings, models, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

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.

- I. 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. In addition, a Worker’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:

Worker’s Compensation – Statutory  
Employer’s Liability - \$500,000 each occurrence.

Further, a commercial 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. ENGINEER shall provide CITY thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- J. 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 marked or otherwise identified by CITY and so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER.
- 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 "B" and direct expenses, but the total of all payments shall not exceed \$98,439 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.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of

action which arise out of such further use when such further use is not in connection with the PROJECT.

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval, or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Jeff Longwell, Mayor

SEAL:

ATTEST:

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

APPROVED AS TO FORM:

*Jennifer Magaña*  
\_\_\_\_\_  
for Jennifer Magaña, City Attorney

BURNS & MCDONNELL ENGINEERING  
COMPANY, INC.



*Ron Coker*  
\_\_\_\_\_  
Ron Coker, Senior Vice President

ATTEST:

*[Signature]*  
\_\_\_\_\_

*EXHIBIT "A"*

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

CITY OF WICHITA, KANSAS  
WATER SUPPLY and TREATMENT

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.

**Update Model & Generate 2014 ASR Annual Accounting Report  
Hours & Cost Estimate  
City of Wichita, Kansas**

Task No.	Activity Description	Total Labor-Hours											Hours Subtotal	Total Costs					
		17 Prin II	16 Prin I	15 Assoc II	14 Assoc I	13 Senior II	12 Senior I	11 Staff II	10 Staff I	9 Asst. III	8 Asst. II	7 Asst. I		B&McD Labor Cost	Distributed Expense Cost	Total Task Cost			
	<b>Update &amp; Generate 2014 ASR Annual Accounting Report</b>																		
1	Update Accounting Model with 2014 Data																		
a	Evaluate, manipulate & import 2014 DWR pumping data	-	-	-	8	-	-	-	-	8	-	-	-	16	\$ 2,760	\$ 159	\$ 2,919		
b	Evaluate, manipulate & import 2014 City of Wichita pumping & recharge data	-	-	-	8	-	-	-	-	16	-	-	-	24	\$ 3,840	\$ 239	\$ 4,079		
c	Evaluate, manipulate & import 2014 USGS streamflow data	-	-	-	4	-	-	-	-	8	-	-	-	12	\$ 1,920	\$ 119	\$ 2,039		
d	Evaluate, manipulate & import 2014 precipitation data	-	-	-	4	-	-	-	-	8	-	-	-	12	\$ 1,920	\$ 119	\$ 2,039		
2	Calibrate 2014 Accounting Model																		
a	Evaluate, manipulate & import 2014 Index Well data for calibration	-	-	-	8	-	-	-	-	-	-	-	-	8	\$ 1,680	\$ 80	\$ 1,760		
b	Complete complete model runs to calibrate to 2014 data	-	-	-	8	-	-	-	-	-	-	-	-	8	\$ 1,680	\$ 80	\$ 1,760		
3	Run 2014 Accounting Model																		
a	Set up, run, export index cell data, & evaluate model with 2014 recharge	-	-	-	8	-	-	-	-	-	-	-	-	8	\$ 1,680	\$ 80	\$ 1,760		
b	Set up, run, export index cell data, & evaluate model without 2014 recharge	-	-	-	8	-	-	-	-	-	-	-	-	8	\$ 1,680	\$ 80	\$ 1,760		
4	Analyze model data																		
a	Import & calculate water budget from model runs	-	-	-	8	-	-	-	-	-	-	-	-	8	\$ 1,680	\$ 80	\$ 1,760		
b	Complete & evaluate Index Cell inflow & outflow calculations	-	-	8	16	-	-	-	-	8	-	-	-	32	\$ 6,216	\$ 318	\$ 6,534		
c	Translate water budget data to Index Cell spreadsheet	-	-	-	8	-	-	-	-	4	-	-	-	12	\$ 2,220	\$ 119	\$ 2,339		
d	Evaluate Index cell flows for recharge credit allowances	-	-	4	16	-	-	-	-	2	-	-	-	22	\$ 4,518	\$ 219	\$ 4,737		
e	Calculate recharge credits & generate spreadsheet results	-	-	4	8	-	-	-	-	2	-	-	-	14	\$ 2,838	\$ 139	\$ 2,977		
5	Prepare 2014 Accounting Model & Annual Report for City review																		
a	Generate 2014 accounting and annual figures	-	-	-	24	-	-	-	-	8	-	-	-	32	\$ 6,120	\$ 318	\$ 6,438		
b	Generate 2014 accounting and annual report text	-	-	-	16	-	-	-	-	8	-	4	-	28	\$ 4,780	\$ 279	\$ 5,059		
c	Collate supporting appendix data	-	-	-	16	-	-	-	-	8	-	4	-	28	\$ 4,780	\$ 279	\$ 5,059		
d	Publish and submit 8 copies of Final 2014 ASR Annual Accounting Report	-	-	4	16	-	-	-	-	4	-	4	-	28	\$ 5,128	\$ 1,804	\$ 6,932		
6	Meetings to review model updates and results																		
a	Meet with DWR, City, GMD	-	-	4	8	-	-	-	-	-	-	-	-	12	\$ 2,568	\$ 1,804	\$ 4,372		
7	ASR Operations & Accounting Support																		
a	Services as requested	-	-	20	60	-	-	-	-	60	-	-	-	140	\$ 25,140	\$ 1,843	\$ 26,983		
8	Project Management and QA/QC																		
		-	-	8	24	-	-	-	-	-	-	-	-	32	\$ 6,816	\$ 318	\$ 7,134		
	<b>Total - 2014 ASR Annual Accounting Report</b>	-	0	52	276	0	0	0	0	144	0	12	484	\$ 89,964	\$ 8,475	\$ 98,439			
	<b>Total - Maximum Not-To-Exceed</b>	0	0	52	276	0	0	0	0	144	0	12	484	\$ 89,964	\$ 8,475	\$ 98,439			

City of Wichita  
City Council Meeting  
July 28, 2015

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 and Funding for John Mack Bridge (District III)

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

**AGENDA:** Consent

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**Recommendation:** Approve the supplemental agreement, revised budget and adopt the amending resolution.

**Background:** In June of 2014, the Kansas Department of Transportation (KDOT) completed an in-depth inspection of the John Mack Bridge and uncovered a number of potential issues. On March 17, 2015, the City Council approved an agreement with TransSystems, which provided for investigation of and concept development for repairs to the bridge. The bridge carries southbound Broadway traffic over the Arkansas River and is located south of Pawnee.

**Analysis:** The improvements needed to correct the issues include rehabilitating the bearings at the south floor beam, replacing compression seal joints, re-overlaying the bridge deck and repairing the deteriorated sidewalk overhang brackets. The improvements recommended to be completed will return the bridge to legal load capacity and improve its long term performance. The attached supplemental agreement has been prepared to fund the additional design services.

**Financial Considerations:** On March 17, 2015, the City Council approved the original concept development agreement in the amount of \$48,765. The cost of the attached supplemental agreement for completing final design is \$48,732. With this supplemental agreement, the total design fee will be \$97,497.

The existing project budget is \$60,000, which was approved by the City Council on March 17, 2015, and is funded by general obligation (GO) at-large bonds. Funding for the additional design services, as well as construction of the project is available in the Proposed 2015-2024 Capital Improvement Program (CIP). Staff recommends initiating the remaining \$940,000 allotted to this project in the Proposed 2015-2024 CIP, which will allow for payment of final design, construction, construction engineering, and City staff administration and oversight costs. This brings the total revised budget to \$1,000,000 and is funded by general obligation (GO) at-large bonds.

**Legal Considerations:** The supplemental agreement and amending resolution have been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement, adopt the amending resolution, and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1, amending resolution and budget sheet.

**RESOLUTION NO. 15-219**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-075 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

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

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

**WHEREAS**, the Governing Body has heretofore by **Resolution No. 15-075** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Investigation, analysis, preliminary design, and oversight to the John Mack Bridge (472-85210).**

(the “Project”) and provided 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; and

**WHEREAS**, the Governing Body has now deems it necessary and desirable to expand the scope of work to include construction in the following described public improvements:

**Investigation, construction, analysis, preliminary design, and oversight to the John Mack Bridge (472-85210).**

(the “Amended 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 1* of the Prior Resolution is hereby amended to read as follows:

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

**Section 2. Repealer; Ratification.** *Section 1* of the Prior Resolution as it heretofore existed is hereby repealed, and replaced in its entirety with the amended version set forth in the preceding section; and, the rest and remainder of the operative provisions of the Prior Resolution are hereby ratified and confirmed.

**Section 3. Project Financing.** All or a portion of the costs of the Amended Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (“the Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the March 17, 2015, adoption of Resolution No. 15-075, to the extent of Bonds originally authorized thereunder, and expenditures made on or after the date 60 days prior to the adoption of this Resolution,** to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 4. 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 28<sup>th</sup>, 2015.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements    SUBFUND: 415 Bridges    ENGINEERING REFERENCE #: 472-85210

COUNCIL DISTRICT: 03 Council District 3    DATE COUNCIL APPROVED: July 28, 2015    REQUEST DATE: \_\_\_\_\_

PROJECT # : 249149    PROJECT TITLE: John Mack Bridge Repairs and Improvements

PROJECT DETAIL # : 01    PROJECT DETAIL DESCRIPTION: John Mack Bridge Repairs and Improvements

OCA # : 715733    OCA TITLE: John Mack Bridge Repairs and Improvements

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

PROJECT MANAGER: Mike Armour    PHONE #: 268-4598

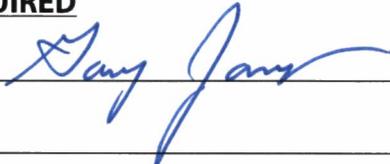
NEW BUDGET     REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$60,000.00	\$940,000.00	\$1,000,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$60,000.00	\$940,000.00	\$1,000,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$60,000.00	\$940,000.00	\$1,000,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$60,000.00	\$940,000.00	\$1,000,000.00

NOTES:

**SIGNATURES REQUIRED**

DIVISION HEAD:   
 DEPARTMENT HEAD: \_\_\_\_\_  
 BUDGET OFFICER: \_\_\_\_\_  
 CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 07/03/15  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 17, 2015  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
TRANSYSTEMS CORPORATION  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated March 17, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **JOHN MACK BRIDGE INSPECTION & REPAIR** (Project No.472-85210\_715733).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

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

**Prepare plans for repairs to the John Mack Bridge on Broadway, south of Pawnee  
(see Attached for details)**

**B. PAYMENT PROVISIONS**

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

<b>Repairs to John Mack Bridge:</b>	<b>\$48,731.94</b>
-------------------------------------	--------------------

C. COMPLETION

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

- (a) Field check plans of the project for distribution to utilities by (Completed).
- (b) Office check plans by August 14, 2015.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by September 11, 2015.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

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

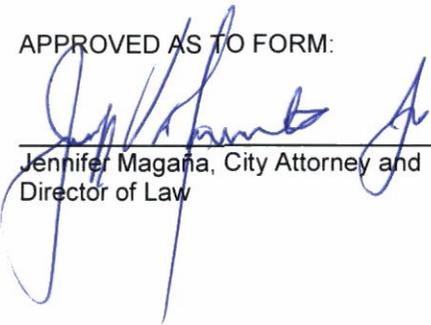
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

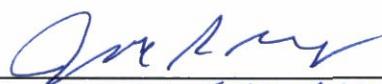
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney and  
Director of Law

TRANSYSTEMS CORPORATION

  
\_\_\_\_\_  
(Name and Title) *JEFFREY R. LACKEY*  
*ASST. VICE PRESIDENT*

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**MEMORANDUM**

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**TO:** MIKE ARMOUR, ENGINEER – CITY OF WICHITA  
**FROM:** MATT JOHNSON  
**SUBJECT:** JOHN MACK BRIDGE INSPECTION AND REPAIR  
WICHITA, KS  
**DATE:** MAY 4, 2015  
**CC:** BRETT LETKOWSKI - TRANSYSTEMS

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In June 2014 the John Mack Bridge was inspected as part of the Kansas Local Bridge Evaluation Program (KLBEF). The bridge is located on South Broadway Street, over the Arkansas River in Wichita (see **Location Map**). One aspect of the KLBEF was to conduct an arms-length inspection of each fracture critical bridge in the state. The John Mack Bridge, while not considered fracture critical by the State of Kansas, was included in the KLBEF due to its unusual construction. The bridge is a series of simple span tied arches built of a hybrid construction of concrete encased steel members and traditional reinforced concrete members.



**Location Map**

The other piers, were the focus of TranSystems' follow-up inspection conducted by Matt Johnson and Clint Hamblin on April 27, 2015. The intent of the follow-up inspection was to further assess the condition of the end floorbeams and determine what repairs, if any, are needed to remove the posting from the bridge. In addition to the inspection of the end floorbeams, the remainder of the structure was assessed to determine a list of repairs for the City to consider making to the John Mack Bridge.

Note that during the inspection completed by TranSystems on April 27<sup>th</sup>, the floorbeam at Pier 4 noted as cracked in the June 2014 inspection report was found to be in satisfactory condition, however, Pier 6

was found to have cracking similar to Pier 3. It is assumed that the inspection report completed in June 2014 incorrectly listed the floorbeam at Pier 4 as cracked instead of Pier 6.

Following the inspection, a list of repairs has been developed to assist the City in rehabilitating the John Mack Bridge. The repairs are divided into three categories listed from high to low priority. Level I and Level II repairs are recommended to be completed by the City to return the bridge to legal load capacity and improve its long term performance. Level III repairs are more cosmetic in nature, but should be considered if the bridge is to remain in service for a significant period of time.

**Level I Repairs:** Level I repairs are necessary to remove the posting from the structure or reduce the likelihood of future posting of the structure.

- Repair end floorbeams at Piers 3, 5, and 6 (**See Photo 1**). These floorbeams show the worst deterioration. The estimated cost for repairing **all** end floorbeams is \$150,000.
- Rehabilitate similar end floorbeams at other piers. The floorbeams at Piers 1, 2, 4, and 7 should be rehabilitated to prevent a similar delamination and loss of capacity.
- Rehabilitate the bearing at the south floorbeam of Pier 3 (**See Photo 2**). The bearing has significant pack rust that has deformed the bearing. The estimated cost of rehabilitating the bearing at Pier 3 is \$5000.



**Photo 1: Crack at end floorbeam, Pier 3**



**Photo 2: South floorbeam bearing, Pier 3**

**Level II Repairs:** Level II repairs are necessary to reduce future deterioration to structural members. These repairs would typically be completed as part of routine structure maintenance.

- Remove existing silica fume overlay and re-overlay bridge deck. The existing overlay has been in place for over 20 years and is nearing the end of its useful life. The overlay is cracked and sealed with asphalt in numerous locations. Deteriorated areas of the deck should be repaired after removal of the existing overlay and prior to placing a new overlay. The estimated cost of a new overlay is \$225,000.
- Replace the compression seal joints at the piers. The joints over the piers leak and are allowing water to reach the superstructure and substructure. This is likely the cause of the deterioration at the end floorbeams and piers (**See Photo 3**). Joints typically have a lifespan of approximately 10 years. The estimated cost for replacing the joints is \$35,000.

- Repair deteriorated sidewalk overhang brackets under bridge joints (**See Photo 4**). These brackets are again likely deteriorated due to water infiltration from failed joints at each pier. The estimated cost for repairing the overhang brackets is \$30,000.



**Photo 3: Typical deck joint**



**Photo 4: Deteriorated sidewalk bracket**

**Level III Repairs:** Level III repairs are more cosmetic in nature and don't adversely or significantly impact the structural integrity of the structure. If the structure is to be replaced in the near future (less than 10 years) these repairs would typically not be completed. If the structure is to remain in service for an extended period of time, these repairs would more likely be completed.



**Photo 5: Spall on Pier 7**



**Photo 6: Crack in Edge of Slab**

- Repair deck soffit spalls. The underside of the deck has several spalls and delaminated areas in each span. The estimated cost for repairing spalls on the underside of the deck is \$130 per square foot.

- Repair the large spalled and delaminated areas of the concrete piers (**See Photo 5**). The estimated cost for repairing the spalls on the substructure is
- Epoxy-inject or otherwise repair open cracks and minor spalls or delaminations on pier caps and superstructure (**See Photo 6**). The estimated cost of epoxy injection is \$4.00 per lineal foot.
- Seal above deck portions of superstructure with concrete sealer to reduce water and salt absorption. The estimated cost to seal the above deck portion of the bridge is \$10,000.

The John Mack Bridge is in satisfactory condition overall, however, isolated end floor beams exhibit extensive spalling and cracking. TranSystems recommends that the floor beams be retrofitted and that consideration be given to performing the additional Level I to Level III repairs. These items can be discussed at the upcoming review meeting. In the interim, please contact me at (816) 329-8676 or [mjohnson@transystems.com](mailto:mjohnson@transystems.com) with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Matt Johnson", with a long horizontal flourish extending to the right.

Matt Johnson, PE, SE



Made by:	MJJ	6/4/2015	Job No:
Checked by:			
Project:	John Mack Bridge Assessment		
Subject:	Supplemental Fee Estimate		

Task	Principal	Admin	Project Manager	Project Engineer	Project Engineer	Bridge Inspector	T3
Project Management							
Project Management Meeting in Wichita	4	1	20				
	1		10	10			
Field Work							
Field Quantity Estimate						8	
Office Work							
Pier 2 bearing repair				8	16		40
Remove and re-overlay bridge deck				8	8		24
New bridge joints at piers				8	16		24
Repair deteriorated overhang brackets				10	24		40
Repair deck soffit spalls				8	16		24
Repair substructure spalls				8	16		24
Epoxy inject cracks				2	8		16
Seal deck and railing				2	2		8
<b>Total</b>	<b>5</b>	<b>1</b>	<b>30</b>	<b>64</b>	<b>106</b>	<b>8</b>	<b>200</b>

Expense			rate	Total
Mileage	500	miles @	\$0.575	\$ 287.50
<b>Total Expenses</b>				<b>\$ 287.50</b>

One meeting in Wichita Assumed for Expenses

<b>Total Lump Sum Price</b>	<b>\$48,731.94</b>
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City of Wichita  
City Council Meeting  
July 28, 2015

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of a Temporary Construction Easement at 5509 E. 13<sup>th</sup> for the Edgemoor and 13th Street Intersection Improvement Project (District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On October 28, 2014, the City Council approved the design for the improvement of the intersection of Edgemoor and 13th Street North. The project calls for the construction of a left-turn lane from 13<sup>th</sup> Street to Edgemoor, installation of traffic signals, and pavement marking to create northbound right and left turn lanes on Edgemoor. The project requires a temporary construction easement from the property at 5509 E. 13<sup>th</sup> Street. The property is improved with a single-family residence. The proposed easement consists of 433 square feet.

**Analysis:** The proposed easement is five feet in width and is adjacent to the 13<sup>th</sup> Street right-of-way line. The impact to the property is minimal and only a portion of the yard will be disturbed. The acquisition was estimated to have a value of \$250. The seller agreed to accept the offer plus an additional \$250 to allow for any additional seeding or landscaping upon completion of the project. The acceptance of the \$500 counter offer is reasonable and prudent.

**Financial Considerations:** The funding source for the project is general obligation bonds. A budget of \$1,000 is requested. This includes \$500 for the acquisition and \$500 for title work, closing costs and other administrative fees.

**Legal Considerations:** The Law Department has approved the temporary construction easement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

**Attachments:** Temporary construction easement, tract map and aerial.

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made and entered into this 7 day of JULY, 2015, by and between James C. Goetz (hereinafter "Grantor") and the City of Wichita, Kansas, a municipal corporation (hereinafter "Grantee").

In consideration of \$500 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to the Grantee, its successors and assigns, this Temporary Construction Easement over and upon the following described tract, piece and parcel of land situated in Sedgwick County, Kansas, to-wit:

A Tract of land in the East 50.8 feet of Lot 1, And Lot 2 except the East 110 feet thereof, Block 1, First Addition to McEwen Estates, Wichita, Kansas, Sedgwick County, Kansas, more particularly described as follows:

All of the North 5 feet of said East 50.8 feet of Lot 1, And Lot 2 except the East 110 feet thereof Block 1, First Addition to McEwen Estates.

2. For purposed of this Conveyance, the term "Temporary Construction Easement" shall mean

An easement commencing on June 1, 2015 and expiring on May 31, 2016, or 30 days after final acceptance by Grantee of Grantee's Construction Contractor's work, whichever occurs first, allowing the City of Wichita, Kansas, its agents, employees and contractors to enter upon and make use of the above-described real property to undertake and carry out the construction, installation, supervision, inspection, maintenance and repair of highway, roadway, drainage, utility and other related facilities and improvements located and to be located within the abutting permanent highway or roadway right-of-way or abutting private drives, including but not limited to grading, filling, and repairing the grounds within the area of the above-described real property, and the right of ingress and egress for such purposes; provided however,

- (a) At its sole cost and expense, Grantee shall cause its Construction Contractor to provide reasonable ingress and egress to the property remaining at all times throughout the term of this Temporary Construction Easement, whether using current or alternative access points; and
- (b) The above-described real property shall be utilized only to undertake and carry-out actual construction activity on Grantor's property or on the abutting highways, roadways and private drives, but shall not be utilized for general project storage of vehicles, equipment or material except when directly associated with such work.
- (c) At the conclusion of construction, Grantee shall restore any portions of the above-described real property disturbed by construction by re-grading and re-seeding but without the duty of on-going maintenance, and

without replacement of any trees, shrubs, bushes or other vegetation now growing on the property.

IN WITNESS WHEREOF, the Grantors have set their hands this 7 day of JULY, 2015.

GRANTOR

James C. Goetz  
James C. Goetz

ACKNOWLEDGMENT

STATE OF MN )  
 ) ss.  
COUNTY OF Hennepin )

BE IT REMEMBERED that on this 7<sup>th</sup> day of JULY, 2015 before me, the undersigned, a notary public in and for the county and state aforesaid, came James C. Goetz, and who is personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

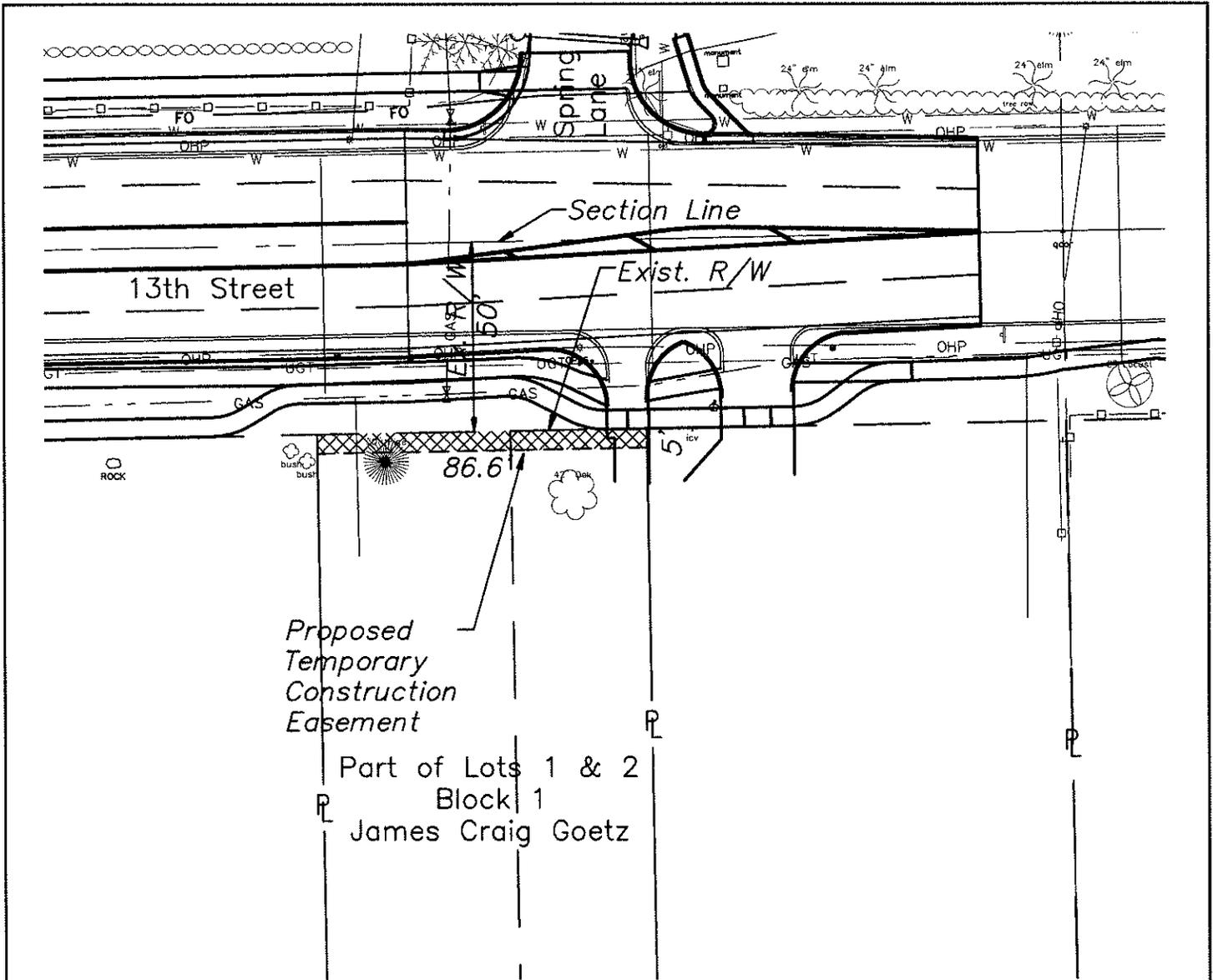
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]  
Notary Public



Commission  
My appointment expires: 1/31/19

*[Remainder of page intentionally blank, additional signature page follows]*



**PROPOSED TEMP. CONSTRUCTION EASEMENT ACQ. LEGAL:**

A Tract of land in the East 50.8 feet of Lot 1, And Lot 2 except the East 110 feet thereof, Block 1, First Addition to McEwen Estates, Wichita, Kansas, Sedgwick County, Kansas, more particularly described as follows:  
 All of the North 5 feet of said East 50.8 feet of Lot 1, And Lot 2 except the East 110 feet thereof Block 1, First Addition to McEwen Estates.

TAX KEY #: C-25991-0001 PIN: 00171377

TEMP. CONSTRUCTION EASEMENT ACQUISITION SIZE: 433 sq. ft.

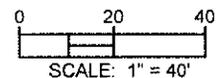
 PROPOSED TEMP. CONSTRUCTION EASEMENT ACQUISITION

EXHIBIT  
D

13th STREET NORTH at EDGE Moor

# TRACT MAP

James Craig Goetz, ETAL  
SEC 13-T27S-R1E





# 5509 E 13th St N



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

1:1,261 

Map Created On: 7/15/15 11:22 AM

City of Wichita  
City Council Meeting  
July 28, 2015

**TO:** Mayor and City Council Members

**SUBJECT:** Repair or Removal of Dangerous and Unsafe Structure  
(District III)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

-----  
**Recommendations:** Adopt resolution scheduling a public hearing to consider condemnation of structure deemed dangerous and unsafe per Kansas State Statutes.

**Background:** On June 1, 2015, the Board of Building Code Standards and Appeals conducted a hearing on the property listed below. The building on the property is considered a dangerous and unsafe structure per State Statutes and local ordinances, and is being presented in order to schedule a condemnation hearing 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 building on this property.

**Analysis:** Minimum Housing Code violation notices have been issued on the structure; 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 building.

**Property Address**  
a. 3881 E. Roseberry

**Council District**  
III

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

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

**Recommendations/Actions:** It is recommended that the City Council adopt the attached resolution to schedule a public hearing before the City Council on September 15, 2015 at 9:30 a.m. or soon thereafter, to consider condemnation of structure deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

**Attachments:** Letter to Council, summary, and resolution.

**GROUP #**

**NOTICE OF DEMOLITION ACTION**

This is to certify that the property located at **3881 E. ROSEBERRY** and legally described as: **Lot 4, except beginning at the Southeast corner of Lot 4; thence Southwesterly along the South line of said Lot 4 to the Southwest corner of said Lot 4; thence Northwesterly along the Westerly line of said Lot 4 a distance of 70 feet; thence Northeasterly to a point on the Easterly line of said Lot 4, said point being 65.29 feet Northwesterly of the Southeast corner of said Lot 4; thence Southeasterly along the Easterly line of said Lot 4 to the point of beginning, Block F, Planeview Subdivision No. 1, being a Subdivision in Section 2, Township 28 South Range 1 East of the 6th P.M. Sedgwick County, Kansas.**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 15, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

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

**STATE OF KANSAS )**  
**) ss:**  
**SEDGWICK COUNTY)**

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

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

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

My Appointment Expires:  
\_\_\_\_\_



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

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

**(a) Description of Structure: A one-story frame duplex about 65 x 24 feet in size. This structure has extensive fire damage to the east unit; collapsing, badly rotted roof structure with large holes; badly decayed exterior walls with holes; rotted, collapsing and missing framing members; rotted hardboard siding; and rotted and missing wood trim.**

**(b) Street Address: 3881 E. ROSEBERRY**

**(c) Owners:**  
Gerald C. Jacobs  
3881 E. Roseberry St  
Wichita, KS 67210

**(d) Resident Agent: None**

**(e) Occupant: None**

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

**Federal Home Loan Bank of Topeka**  
PO Box 176  
Topeka, KS 66601

**City of Wichita**  
**Home Improvement Program**  
332 N. Riverview  
Wichita, KS 67203

**(g) Mortgage Holder(s): None**

**(h) Interested Parties: None**

**DATE: July 1, 2015**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 3881 E. ROSEBERRY**

**LEGAL DESCRIPTION: Lot 4, except beginning at the Southeast corner of Lot 4; thence Southwesterly along the South line of said Lot 4 to the Southwest corner of said Lot 4; thence Northwesterly along the Westerly line of said Lot 4 a distance of 70 feet; thence Northeasterly to a point on the Easterly line of said Lot 4, said point being 65.29 feet Northwesterly of the Southeast corner of said Lot 4; thence Southeasterly along the Easterly line of said Lot 4 to the point of beginning, Block F, Planeview Subdivision No. 1, being a Subdivision in Section 2, Township 28 South Range 1 East of the 6<sup>th</sup> P.M. Sedgwick County, Kansas.**

**DESCRIPTION OF STRUCTURE: A one-story frame duplex about 65x24 feet in size. This structure has extensive fire damage to the east unit; collapsing, badly rotted roof structure with large holes; badly decayed exterior walls with holes; rotted, collapsing and missing framing members; rotted hardboard siding; and rotted and missing wood trim.**

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

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. 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**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 4, EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF LOT 4; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 4 A DISTANCE OF 70 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, SAID POINT BEING 65.29 FEE NORTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING, BLOCK F, PLANEVIEW SUBDIVISION NO. 1, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH RANGE 1 EAST OF THE 6TH P.M. SEDGWICK COUNTY, KANSAS. COMMONLY KNOWN AS 3881 E. ROSEBERRY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **28th day of July 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita. That a hearing will be held on the **15th day of September 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 4, except beginning at the Southeast corner of Lot 4; thence Southwesterly along the South line of said Lot 4 to the Southwest corner of said Lot 4; thence Northwesterly along the Westerly line of said Lot 4 a distance of 70 feet; thence Northeasterly to a point on the Easterly line of said Lot 4, said point being 65.29 fee Northwesterly of the Southeast corner of said Lot 4; thence Southeasterly along the Easterly line of said Lot 4 to the point of beginning, Block F, Planeview Subdivision No. 1, being a Subdivision in Section 2, Township 28 South Range 1 East of the 6th P.M. Sedgwick County, Kansas., commonly known as: 3881 E. ROSEBERRY, 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 duplex about 65 x 24 feet in size. This structure has extensive fire damage to the east unit; collapsing, badly rotted roof structure with large holes; badly decayed exterior walls with holes; rotted, collapsing and missing framing members; rotted hardboard siding; and rotted and missing wood trim.

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

Adopted this **28th day of July 2015**.

\_\_\_\_\_  
Jeff Longwell, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Jennifer L. Magana, City Attorney and Director of Law

OCA: 230200

\_\_\_\_\_ PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 4, EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF LOT 4; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 4 A DISTANCE OF 70 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, SAID POINT BEING 65.29 FEE NORTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING, BLOCK F, PLANEVIEW SUBDIVISION NO. 1, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH RANGE 1 EAST OF THE 6TH P.M. SEDGWICK COUNTY, KANSAS. COMMONLY KNOWN AS 3881 E. ROSEBERRY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

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

Adopted this **28th day of July 2015**.

\_\_\_\_\_  
Jeff Longwell, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Jennifer L. Magana, City Attorney and Director of Law



**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

---

**TO:** Karen Sublett, City Clerk  
**FROM:** Jennifer L. Magana, City Attorney & Director of Law  
**SUBJECT:** Report on Claims for June 2015  
**DATE:** July 6, 2015

---

The following claims were approved by the Law Department during the month of June 2015.

Black Hills Energy	\$1,817.33
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\*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 28, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Contract Amendment with Center of Hope, Inc.  
**INITIATED BY:** Housing and Community Services Department  
**AGENDA:** Consent

---

**Recommendation:** Approve the contract amendment and authorize the necessary signatures.

**Background:** The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 created the Emergency Solutions Grant (ESG) program. Eligible activities in the ESG program include homeless assistance, homeless prevention, rapid re-housing, and homeless management information system administration. On May 6, 2014, the City of Wichita allocated \$18,124 from the 2014-15 ESG allocation for prevention activities, and entered into a contract with Center of Hope, Inc. for the implementation of the ESG homeless prevention program. Under the terms of the contract, the performance period is July 1, 2015 to June 30, 2016. Center of Hope, Inc. has requested an amendment to the contract to extend the performance period through December 31, 2015.

**Analysis:** Homeless prevention is a required component of the Emergency Solutions Grant program, and Center of Hope provides this service in our community. Extending the contract period will allow Center of Hope to fully utilize the funding allocated for this activity.

**Financial Considerations:** This contract is funded by federal assistance through the ESG program and there is no impact to the General Fund.

**Legal Considerations:** The Law Department has approved the contract revisions as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract amendment and authorize the necessary signatures.

**Attachments:** Center of Hope Contract Amendment

**First Amendment to the  
Contract Agreement between  
The City of Wichita Housing and Community Services Department and  
Center of Hope, Inc.**

**THIS CONTRACT AMENDMENT** is executed this 28<sup>th</sup> day of July, 2015 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and the Center of Hope, Inc., (hereinafter called the Subrecipient).

**WITNESSETH THAT:**

**WHEREAS**, on May 6, 2014, the City of Wichita allocated \$18,124 from the 2014-15 annual ESG allocation for the purpose of homeless prevention activities; and

**WHEREAS**, Center of Hope, Inc. was determined to meet sole source standards for administering the ESG homeless prevention program; and

**WHEREAS**, on July 1, 2014, the above named entities were parties to a Contract Agreement with the caption as above set out and which details an award in the amount of \$18,124; and

**WHEREAS**, on July 28, 2015, the above named parties now wish to amend said Contract for the purposes of extending the performance period through December 31, 2015; and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of July, 2014 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- Part A, Section 2.1, Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period ending **December 31, 2015**.
- Part A, Section 2.2, Close-out period: Final accomplishment and outcome reports are due to the City by **January 1, 2016**.
- Part A, Section 2.3, Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on **January 31, 2016**.
- Part A, Section 3.8, Closeout Reimbursement: Closeout billings are to be submitted by **January 31, 2016**.
- Part A, Section 10.5, Final Accomplishment Reports: The final report will be due **January 31, 2016**, or the date of final reimbursement, whichever is sooner
- Part B, Performance Period: July 1, 2014 through **December 31, 2015**.  
Contract Period: July 1, 2014, through **January 31, 2016**.

**SUBRECIPIENT**

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George Dinkel  
Center of Hope, Inc.

**CITY OF WICHITA**

---

Jeff Longwell, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

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Jennifer Magana, City Attorney and  
Director of Law

City of Wichita  
City Council Meeting  
July 28, 2015

**TO:** Mayor and City Council

**SUBJECT:** Eminent Domain Appeal Settlement – Vandes  
(District II)

**INITIATED BY:** Law Department

**AGENDA:** Consent

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**Recommendation:** Approve the settlement in the amount of \$800,000.

**Background:** On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six-lane, limited access highway with one-way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project requires the acquisition of all or part of approximately 40 parcels. The properties consist of a mix of retail and commercial uses. On November 20, 2012, the City Council approved a resolution and ordinance authorizing the initiation of an eminent domain action to acquire the parcels that were unable to be acquired through negotiations.

**Analysis:** On November 22, 2013, the court-appointed appraisers filed their award in the *City of Wichita vs. Joe W. Self, Jr. Real Estate, LLC, et al.* case to the property owner in the amount of \$1,577,300. The City filed an appeal of the award of the appraisers. The City's outside counsel and its current appraisers believe that a jury could award the landowner a sum between \$373,000 and \$1,596,231, based upon the lowest to highest appraisal valuations of the parties. Accepting this settlement avoids further costs and a possibly higher award than if the case proceeded to trial.

**Financial Considerations:** The City has paid \$1,577,300 into the Court, funded by the Local Sales Tax (LST) together with State and Federal grant funds administered by the Kansas Department of Transportation. The approval of this settlement will result in the property owner refunding \$777,300 to the City.

**Legal Considerations:** The Law Department has approved as to form the necessary legal documents to be filed with the District Court in order to effectuate this settlement.

**Recommendation/Action:** It is recommended that the City Council approve the settlement of \$800,000 and authorize the necessary signatures.

**Attachments:** Settlement Agreement.

**AGREEMENT**

This Agreement is made, entered and effective as of the 26<sup>th</sup> day of June, 2015, by and between Vandes Investments, LLC, a Kansas limited liability company, (hereinafter "Landowner") and the City of Wichita, Kansas, a municipal corporation organized and existing under the laws of the state of Kansas (hereinafter "Condemnor").

**WITNESSETH:**

WHEREAS, prior to November 22, 2013, Landowner was the fee simple owner of an approximately 6.245 acre parcel located southwest of US-54/Kellogg & Greenwich Road and having a common address of 10727 East Kellogg, Wichita, Sedgwick County, Kansas; and

WHEREAS, Condemnor is undertaking a road and highway improvement project along US-54/Kellogg in the vicinity of Landowner's above-described property; and

WHEREAS, after unsuccessful negotiations Condemnor initiated an administrative eminent domain action, City of Wichita vs. Joe W. Self, Jr. Real Estate, LLC, et al., Sedgwick County District Court, Case No. 13-CV-0906 (hereinafter the "Eminent Domain Action") to acquire certain real property rights and interests from Landowner's parcel in order to undertake its project, all as more specifically described as Tracts 45(a) and 45(b) in the Amended Petition and Appraisers' Report filed therein; and

WHEREAS, Condemnor paid and Landowner received the sum of \$1,542,000 as just compensation for the acquisition of the real property and real property rights and interests taken from such Tract 45(a) and the sum of \$35,300 as just compensation for the acquisition of the real property and real property rights and interests taken from such Tract 45(b) pursuant to the Appraisers' Report filed in the Eminent Domain Action, all in accordance with the Eminent Domain Procedure Act, KSA 26-501, et seq.; and

WHEREAS, Condemnor was dissatisfied with the award with respect to such Tract 45(a) and appealed such award to the Sedgwick County District Court, City of Wichita vs. Vandes Investments, LLC, et al., Case No. 13-CV-3459 (hereinafter "the Eminent Domain Appeal"), for a trial *de novo*, where said appeal is presently pending; and

WHEREAS, the Eminent Domain Appeal was later dismissed without prejudice by the District Court and the case was remanded to the underlying administrative Eminent Domain Action for redetermination of a singular award for both Tracts 45(a) and 45(b); and

WHEREAS, in so dismissing the Eminent Domain Appeal, the Court also ruled the Condemnor retains ownership of the property interests acquired in said tracts in the original Eminent Domain Action, and the Landowner retains possession of the combined awards of said tracts until such time as a singular award can be determined; and

WHEREAS, the parties subsequently engaged in mediation and have entered into an agreement to fully and finally settle and compromise any and all claims they may have, or may hereafter have, one against the other, arising out of said takings for the now recombined Tract 45 (made up of both Tracts 45(a) and 45(b)), all matters flowing therefrom, and any other activities undertaken in connection with matters herein discussed, including any and all claims and demands for attorney's fees and litigation expenses, and by this written Agreement desire and intend to set forth the terms and condition of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landowner shall retain \$800,000 of the combined \$1,577,300 just compensation award previously paid by Condemnor in the Eminent Domain Action, and within sixty (60) days of the execution of this Agreement by Condemnor, Landowner shall pay Condemnor the remainder of such just compensation award (\$777,300) as consideration for this Agreement and the dismissal of the above-referenced Eminent Domain Appeal with prejudice and dismissal of the Landowner from the underlying Eminent Domain Action. No statutory or other interest shall be due or payable on the difference.

2. Condemnor shall retain ownership of the property interests acquired from both Tract 45(a) and 45(b), as reflected in the Amended Petition and Report of Appraisers to the underlying Eminent Domain Action.

3. Condemnor shall grant Landowner an interim sixty (60) foot access control break between the property remaining and East Kellogg Drive at the location of present driveway, which will remain open until new Chouteau Drive (along the west property line) is constructed and open to traffic. An appropriate instrument shall be recorded with Register of Deeds verifying the same. Provided, however, if the reconstruction of said driveway is necessary for the project, City agrees to construct one-half (1/2) at a time, such that access to the property remains during said driveway reconstruction.

4. Within thirty (30) days of the execution of this Agreement by Condemnor, the Landowner will decide (in writing to the City Engineer) if it will construct new Chouteau Drive itself, or whether it will defer to the City to construct it as currently planned as part of the City's project. If the landowner takes over responsibility to construct the road, City will pay up to an additional \$100,000 toward construction, to be paid upon City's acceptance of work in conformity with City design/construction plans.

5. The parties agree the consideration set forth herein is made in full and final settlement of any and all claims either made or which may have been made against the other arising out of the takings herein concerned, including but not limited to claims for just compensation for Condemnor's taking of

Landowner's real property rights and interests and other claims for damages of whatever type or nature to Landowner's remaining real property arising out of such taking, and therefore the parties hereby mutually waive, release, relinquish and discharge any and all such claims each may now have against the other.

6. The parties agree they will mutually dismiss the above-cited Eminent Domain Appeal with prejudice, and Condemnor agrees it will dismiss Landowner from the now pending underlying administrative Eminent Domain Action. Each party will pay its own expenses, including attorney's fees, and will assume responsibility for the payment of all unpaid fees charged by their respective expert witnesses or other consultants, and hold all other parties harmless from liability for the payment of such fees.

7. The parties mutually agree and acknowledge:

- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
- (b) the consideration herein expressed is contractual and not a mere matter of recital; and
- (c) no promise or agreement not expressed herein has been made by the parties, and
- (d) any amendments or modifications to this Agreement shall be in made in writing; and
- (e) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
- (f) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
- (g) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
- (h) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
- (i) each shall cooperate fully and execute any and all supplementary documents and shall take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
- (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
- (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

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

*[Remainder of page intentionally blank. Signature pages follow.]*



**CONDEMNOR: The City of Wichita, Kansas**

\_\_\_\_\_  
Jeff Longwell, Mayor

**ATTEST:**

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

Approved as to form:

*Jennifer Magana*  
\_\_\_\_\_  
Jennifer Magana, Director of Law and City Attorney

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  )ss  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for the county and state aforesaid came, Jeff Longwell, who is personally known to me to be the Mayor of the City of Wichita, Kansas, who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

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

My appointment expires:

City of Wichita  
City Council Meeting  
July 28, 2015

**TO:** Mayor and City Council

**SUBJECT:** Surplus of City-owned Property at 1358 N. Green, 2607 and 2611 E. 13<sup>th</sup> Street (District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the sale.

**Background:** The City has completed a project to widen East 13<sup>th</sup> Street North between Hydraulic to Oliver. The improvements included adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The project required the acquisition of all or part of 78 tracts. At the completion of construction, 24 parcels were identified as being potentially marketable. On July 7, 2015, City Council declared the 24 parcels available as surplus. The parcels at 1358 N. Green, 2607 and 2611 E. 13<sup>th</sup> Street are combined as one of the 24 surplus parcels. The improvements were razed and the remnant site is currently vacant land.

**Analysis:** Prior to the road improvement project, the properties described as Even Lots 2-8, on Green Street, in the Fairmount Park Addition were developed with three, separate residential structures. The addresses of these three properties are 1358 N. Green, 2607 and 2611 E. 13<sup>th</sup> Street. All of Lot 2 is to be retained as road right-of-way; the remnant lots are Even Lots 4-8. An offer in the amount of \$1,000 was received for the remnant land. The property will be developed as parking to support the art classes being taught at 1355 N. Green, and for the displaying of outdoor art and activities.

**Financial Considerations:** The City will receive cash consideration for the sale of the properties. The proceeds from the sale, net fees and operating expenses, will be deposited to the General Fund or as directed. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

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

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

**Attachments:** Real estate agreement and aerial maps.

## REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Janice Thacker, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient quit claim deed the following described real property, situated in Sedgwick County, Kansas, to-wit:  
  
Lots 4, 6, and 8 on Alice, now Green Street, Fairmount Park Addition to Wichita, Sedgwick County, Kansas
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to her of the above-described real property, the sum of One Thousand Dollars and Zero Cents (\$1,000) in the manner following to-wit: cash at closing.
3. The Buyer agrees that the parcel described above will be developed as a parking lot and could be used for the display of outdoor art and art related activities.
4. The Buyer agrees to convey a 12 foot by 10 foot perpetual easement for road right-of-way and appurtenances at the northwest of Lot 4 on Alice, now Green Street, Fairmount Park Addition to Wichita, Sedgwick County, Kansas
5. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
6. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
7. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
8. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
9. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

10. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 31, 2015.
11. Possession to be given to Buyer at closing
12. Closing costs, if any, shall be paid 50% by Buyer and 50% by Seller.
13. The parties covenant and agree that except for closing, title insurance, easement description, and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
14. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
  - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
  - B. The presence or absence of any contamination by any hazardous substance;
  - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
  - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
  - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
  - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
15. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
  - A. Adult Book and Video Stores
  - B. Community Correctional Facilities
  - C. Half-way Houses
  - D. Drug or Alcohol Rehabilitation Facilities
  - E. Multi-game, Casino-style Gambling Facilities
  - F. New or Used Car Sales
  - G. Commercial Billboards
16. The covenants and agreements contained in Paragraphs 13 and 14 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

17. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**BUYER**

**SELLER**

  
\_\_\_\_\_  
Janice Thacker

\_\_\_\_\_  
Jeff Longwell, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law



# 1358 N Green and 2607 2611 E 13



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

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# 13th and Green



	Property Parcels
	Roads
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collect or
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Parks
	Airports
	SDERASTER, S-DEDATA, ORTH-01FT
	SDERASTER, S-DEDATA, ORTH-0
	City Limits
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	East borough
	Garden Plain
	Goddard
	Haysville
	Kechi
	Maize
	Mount Hope
	Mulvane
	Park City

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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



City of Wichita  
City Council Meeting  
July 28, 2015

**TO:** Mayor and City Council

**SUBJECT:** Purchase Option (The Lux Building, LLC) (District VI)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

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**Recommendation:** Adopt the Resolution and authorize the necessary signatures.

**Background:** On February 4, 2015, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount of \$14,450,000 for the renovation of the former KG&E building located at the northwest corner of 1<sup>st</sup> Street North and Market in downtown Wichita for Lux Building, LLC (“Lux”).

The City received notice from Lux Building, LLC of its intention to exercise the IRB purchase option and requests approval of the conveyance of the IRB-financed property.

**Analysis:** Under the provisions of the IRB Lease between Lux Building, LLC (“Company”) and the City, the Company has the option, if all outstanding bonds and fees have been, or will be, paid, to purchase the facilities from the City of Wichita for the sum of \$1,000.

As a matter of policy and practice, the City normally requires a transfer of title to the City for IRB financed property, but this is not required by state law. An interest in the IRB financed property by the issuer is required by state law; this was satisfied by the lease/leaseback structure utilized in this transaction. Lux Building, LLC had entered into two leases with the United States General Services Administration (GSA) for a portion of the commercial space. To avoid the remote possibility that the precedence of the GSA leases over the IRB lease could create liability issues for the City, Bond Counsel recommended that the City and Lux enter into a Base Lease whereby Lux leased the land and building to the City in consideration of the City’s issuance of the IRBs, as an alternative to the City taking title to the property. The City then leased the property back to Lux under a customary IRB Lease for rentals sufficient to repay the IRBs, subject to the prior GSA leases.

**Financial Considerations:** The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

**Legal Considerations:** The City is required to convey the IRB Project property to the Company once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Quit Claim Deed, Termination and Release of Base Lease, Lease and Assignment of Leases, and the Satisfaction, Discharge, and Release of Indenture and the delivery of such documents have been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council adopt the Resolution approving (1) the Quit Claim Deed, (2) Bill of Sale, (3) Termination and Release of Base Lease, Lease and Assignment of Leases and (4) Satisfaction, Discharge and Release of Indenture (5) Issuer Request to Trustee to Call Bonds for Redemption and authorize the necessary signatures.

The Lux – Lease Termination and Conveyance

July 28, 2015

Page 2

**Attachments:** Resolution; Quit Claim Deed; Bill of Sale; Termination and Release of Base Lease, Lease and Assignment of Lease; Satisfaction, Discharge and Release of Indenture, Issuer Request to Trustee to call Bonds for Redemption.

RESOLUTION NO. 15-221

OF THE

CITY OF WICHITA, KANSAS

RELATING TO:

CITY OF WICHITA, KANSAS

NOT TO EXCEED \$7,440,000  
INDUSTRIAL REVENUE BONDS  
SERIES I, 2014  
(LUX BUILDING, LLC)  
(TAXABLE UNDER FEDERAL LAW)

AND

\$7,010,000  
SUBORDINATED INDUSTRIAL REVENUE BONDS  
SERIES II, 2014  
(LUX BUILDING, LLC)  
(TAXABLE UNDER FEDERAL LAW)

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RESOLUTION NO. 15-221

A RESOLUTION OF THE CITY OF WICHITA, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A QUIT CLAIM DEED, (2) A BILL OF SALE, (3) A TERMINATION AND RELEASE OF BASE LEASE, LEASE AND ASSIGNMENT OF LEASES AND (4) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE.

WHEREAS, the City of Wichita, Kansas is a municipal corporation and city of the first class organized under the laws of the State of Kansas (the “Issuer”); and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.* to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities; and

WHEREAS, the Issuer has previously issued its Industrial Revenue Bonds, Series I, 2014 (LUX Building, LLC) (Taxable Under Federal Law) (the “Series I, 2014 Bonds”) in the aggregate principal amount not to exceed \$7,440,000; and Subordinated Industrial Revenue Bonds, Series II, 2014 (LUX Building, LLC) (Taxable Under Federal Law) (the “Series II, 2014 Bonds”) in the aggregate principal amount of \$7,010,000 (collectively the “Bonds”), for the purpose of acquiring, renovating and constructing a commercial facility located in the City of Wichita, Kansas (the “Project”); and

WHEREAS, the Issuer acquired a leasehold interest in the Project pursuant to a Base Lease Agreement dated as of February 1, 2014 (the “Base Lease”) between the Issuer and Lux Building, LLC, a Kansas limited liability company (the “Company”) and subleased the Project to the Company pursuant to a certain Lease, dated as of February 1, 2014 (the “Lease”), which Base Lease and Lease were assigned to The Bank of New York Mellon Trust Company, N.A., as Trustee, pursuant to an Assignment of Leases; and

WHEREAS, the Bonds are payable from the Trust Estate created pursuant to a certain Trust Indenture, dated as of February 1, 2014 (the “Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”), which Trust Estate includes a pledge of the Project and revenue received from the fees charged and Basic Rent received pursuant to the Lease; and

WHEREAS, Section 17.01 of the Lease provides for the purchase of the Project by the Company upon the proper exercise of the Company’s option to purchase and the payment (pursuant to Section 17.02) to the Trustee of the full amount necessary and incidental to the retirement and defeasance of the Bonds, plus the payment to the Issuer of \$1,000; and

WHEREAS, pursuant to Section 3.02 of the Indenture, the Series I Bonds have been redeemed by the payment of the redemption price of the par value of the principal amount plus accrued interest to the date of redemption in satisfaction of all principal and interest due upon said Series I, 2014 Bonds; and the Company, as bondowner, has submitted the Series II, 2014 Bonds to the Trustee, on behalf of the Issuer, in satisfaction of all principal and interest due upon said Series II, 2014 Bonds, both without premium as provided by the Indenture, as permitted by Section 2.04 of the Indenture; and

WHEREAS, the Company has provided notice of its election to purchase the Project on or about \_\_\_\_\_, 2015 (the “Closing Date”); and

WHEREAS, the Issuer finds it necessary and desirable to waive the notice period for exercise of the purchase option to accommodate the Company’s desired Closing Date and to authorize the execution and delivery of (1) a Quit Claim Deed, (2) a Bill of Sale, (3) a Termination and Release of Base Lease, Lease and Assignment of Leases, and (4) a Satisfaction, Discharge and Release of Indenture in connection with the exercise by the Company of its option to purchase the Project.

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

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

Section 2. Sale of the Project. The Issuer is hereby authorized to waive the notice periods provided for in the Lease and to convey its interest in the Project to the Company on the Closing Date, upon satisfaction of the conditions contained in the Base Lease and Lease, and upon receipt by the Issuer of the \$1,000 to which it is entitled pursuant to Section 17.02 of the Lease.

Section 3. Authorization of Quit Claim Deed. The Issuer is hereby authorized to execute and deliver its Quit Claim Deed (the “Quit Claim Deed”) for the real property portions of the Project to the Company, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the deed before the governing body on this date.

Section 4. Authorization of Bill of Sale. The Issuer is hereby authorized to execute and deliver its Bill of Sale (“Bill of Sale”) for the its interest in the Project to the Company, upon satisfaction of the conditions set forth in Section 2 hereof, and in substantially the same form as the Bill of Sale before the governing body on this date.

Section 5. Authorization of Termination and Release of Base Lease, Lease and Assignment of Leases. The Issuer is hereby authorized to execute and deliver a Termination and Release of Base Lease, Lease and Assignment of Leases (the “Leases Termination”) by and between the Company, the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 hereof, and in substantially the same form as the Termination and Release of Base Lease, Lease and Assignment of Leases before the governing body on this date.

Section 6. Authorization of Satisfaction, Discharge and Release of Indenture. The Issuer is hereby authorized to execute and deliver a Satisfaction, Discharge and Release of Indenture (the “Indenture Release”) by and between the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 hereof, and in substantially the same form as the Satisfaction, Discharge and Release of Indenture before the governing body on this date.

Section 7. Execution of Documents. The Mayor or Vice-Mayor of the Issuer is hereby authorized and directed to execute the Quit Claim Deed, Bill of Sale, Leases Termination, and Indenture Release for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor or Vice-Mayor of the Issuer shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including, but not limited to, any applicable UCC Termination Statements, redemption instructions to Trustee, consents and waivers of notice of redemption time period, Project purchase closing notice time period and other applicable time periods. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Quit Claim Deed, Bill of Sale, Leases Termination, and Indenture Release, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 8. Delivery of Documents. The Quit Claim Deed, Bill of Sale, Leases Termination, and Indenture Release shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in Section 2 of this Resolution.

Section 9. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the Quit Claim Deed, Bill of Sale, Leases Termination, and Indenture Release, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 10. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

*[Remainder of Page Intentionally Left Blank]*

PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this 28th day of July, 2015.

CITY OF WICHITA, KANSAS

[seal]

By \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Jennifer Magana, City Attorney and  
Director of Law

QUIT CLAIM DEED

THIS INDENTURE, made as of the \_\_\_ day of \_\_\_\_\_, 2015, by the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the “Grantor”) in favor of Lux Building, LLC, a Kansas limited liability company (the “Grantee”)

WITNESSETH, Grantor hereby quitclaims to Grantee all of Grantor’s right, title and interest in and to the real property described in Schedule I, attached hereto and incorporated herein (except for any existing public easements and rights of way, the easement for façade improvement purposes recorded at DOC #/FLM-PG 29382467 in the records of the Sedgwick County register of Deeds and special assessments arising under K.S.A. 12-6a01, *et seq.*), including all buildings, building additions, improvements and fixtures thereto. This conveyance is made subject to those encumbrances referenced in the attached Schedule I description, including a restriction against use for multi-game casino-style gambling, and to any additional encumbrances to which title has become subject with the Company’s consent, easements of record or in place, rights-of-way, covenants, declarations, conditions and restrictions of record, liens, reservations of record, encumbrances, and other matters of record.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of the date first set forth above.

CITY OF WICHITA, KANSAS

[seal]

By \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

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

ACKNOWLEDGMENT

STATE OF KANSAS            )  
  )        ss:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public in and for said County and State, came Jeff Longwell and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

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

My Appointment Expires:

\_\_\_\_\_

After recording, return to:       Murphree Law Office, P.A.  
  Attn: Brad T. Murphree  
  445 N. Waco  
  Wichita, KS 67202  
  Telephone: (316) 440-4635

Grantee's address:       Lux Building, LLC  
  120 E. 1<sup>st</sup> St.  
  Wichita, KS 67202

Exemption No. 2 of K.S.A. 79-1437e

## SCHEDULE I

### DESCRIPTION OF THE PROPERTY

The following property leased to the City of Wichita, Kansas (the “Issuer”) in connection with the issuance by the Issuer of its Industrial Revenue Bonds, Series I, 2014 (LUX Building, LLC) (Taxable Under Federal Law) (the “Series I, 2014 Bonds”); and Subordinated Industrial Revenue Bonds, Series II, 2014 (LUX Building, LLC) (Taxable Under Federal Law) (the “Series II, 2014 Bonds” (collectively, the “Bonds”):

- (a) The following described real estate in Sedgwick County, Kansas:

Beginning at the southeast corner of Lot 49 on Market Street, in Greiffenstein’s Original Town, now City of Wichita, Sedgwick County, Kansas, thence north along the west line of said Market Street 183.93 feet to the north side of the north wall of the building now situated thereon and known as the Sedgwick Annex, thence west along said north side of said North wall 140 feet to the east side of an alley, thence south along said east side of said alley 183.75 feet to the southwest corner of said Lot 49, thence east 140 feet to the place of beginning.

said real property constituting the “Land” as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Bonds (the “Indenture” and the “Lease”), subject to the encumbrances listed as exceptions in Schedule B of that certain commitment for title insurance no. 2093768 issued by First American Title Insurance Company and any restriction or encumbrance impacting or affecting the current or future use of property in connection with the operation of a gambling facility which consists of multi-game casino-style gambling (“Permitted Encumbrances”).

- (b) All buildings, building additions, improvements, machinery and equipment now or in the future constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer’s Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I together constituting the “Project” as referred to in the Indenture and the Lease.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, as of this \_\_\_\_ day of \_\_\_\_\_, 2015, in consideration of One Thousand Dollars (\$1,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the “Grantor”), does grant, sell, transfer and deliver unto Lux Building LLC, a Kansas limited liability company (the “Grantee”), all of its interest in the following:

All buildings, building additions, improvements, machinery, and equipment constructed, located or installed on the “Land” as defined in the Indenture, all or any portion of the costs of which were paid from the proceeds of City of Wichita, Kansas, Industrial Revenue Bonds, Series I, 2014 (LUX Building, LLC) (Taxable Under Federal Law) and Subordinated Industrial Revenue Bonds, Series II, 2014 (LUX Building, LLC) (Taxable Under Federal Law) and which constitute “Improvements” as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of Schedule I to the Indenture and to the Lease together constituting the “Project” as referred to in the Indenture dated as of February 1, 2014 by and between the Grantor and The Bank of New York Mellon Trust Company, N.A., as Trustee, and a certain Lease dated as of February 1, 2014 by and between the Grantor and the Grantee,

to have and to hold, all and singular, the said buildings, building additions, improvements, machinery, equipment and property forever.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of the date first set forth above.

CITY OF WICHITA, KANSAS

[seal]

By \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

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

“GRANTOR”

ACKNOWLEDGMENT

STATE OF KANSAS            )  
  )        ss:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public in and for said County and State, came Jeff Longwell and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

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

My Appointment Expires:

\_\_\_\_\_

TERMINATION AND RELEASE OF  
BASE LEASE, LEASE AND ASSIGNMENT OF LEASES

THIS TERMINATION AND RELEASE OF BASE LEASE, LEASE AND ASSIGNMENT OF LEASES dated as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Wichita, Kansas, a municipal corporation (hereinafter referred to as the “Issuer”); Lux Building, LLC, a Kansas limited liability company (hereinafter referred to as the “Company”); and The Bank of New York Mellon Trust Company N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Company heretofore leased to the Issuer certain real and personal property pursuant to a Base Lease, dated as of February 1, 2014, (the “Base Lease”), by and between the Company, as lessor, and the Issuer, as lessee, notice of which Base Lease was duly recorded with the Register of Deeds of Sedgwick County Kansas on February 14, 2014 at DOC.#/FLM-PG: 29435316; and

WHEREAS, the Issuer heretofore subleased to the Company certain real and personal property pursuant to a Lease, dated as of February 1, 2014, (the “Lease”), by and between the Issuer, as lessor, and the Company, as lessee, notice of which Lease was duly recorded with the Register of Deeds of Sedgwick County, Kansas on February 14, 2014 at DOC.#/FLM-PG: 29435317; and

WHEREAS, the Issuer assigned certain rights to the Trustee in connection with the Base Lease and the Lease pursuant to an Assignment of Leases which was duly recorded with the Register of Deeds of Sedgwick County, Kansas on February 14, 2014 at DOC.#/FLM-PG: 29435318; and

WHEREAS, the property interests covered by the Base Lease and the Lease consist of the property more specifically described in Schedule I attached hereto and incorporated hereby (the “Project”); and

After recording return to:

Murphree Law Office, P.A.  
445 N. Waco  
Wichita, KS 67202

WHEREAS, the Issuer previously had outstanding its Industrial Revenue Bonds, Series I, 2014 (LUX Building, LLC.) (Taxable Under Federal Law) in the maximum principal amount not to exceed \$7,440,000 (the “Series I Bonds”) and Subordinated Industrial Revenue Bonds, Series II, 2014 (LUX Building, LLC) (Taxable Under Federal Law) in the aggregate principal of \$7,010,000 (the “Series II Bonds”) (collectively, the “Bonds”) pursuant to a Trust Indenture, dated as of February 1, 2014, by and between the Issuer and the Trustee (the “Indenture”); and

WHEREAS, all of the principal of and interest on the Bonds have been paid in full upon their designated optional redemption dates or have been satisfied by submission of the Bonds as set forth in the Indenture; and

WHEREAS, in accordance with the terms of the Lease, the Tenant has exercised its option to purchase the Project; and

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Base Lease, Lease and Assignment of Leases.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Base Lease, Lease and Assignment of Leases are hereby terminated and released.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Issuer has caused this Termination and Release of Base Lease, Lease and Assignment of Leases to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied for delivery as of the date first set forth above.

CITY OF WICHITA, KANSAS

[seal]

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

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

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS            )  
  )     SS:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public in and for said County and State, came Jeff Longwell and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

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

My Appointment Expires:

\_\_\_\_\_

IN WITNESS WHEREOF, the Company has caused this Termination and Release of Base Lease, Lease and Assignment of Leases to be signed by an authorized official for delivery as of the date first set forth above.

LUX BUILDING, LLC,  
a Kansas limited liability company

By \_\_\_\_\_  
Michael D. Ramsey, Manager

“COMPANY”

ACKNOWLEDGMENT

STATE OF KANSAS            )  
  )  
COUNTY OF SEDGWICK    )        SS:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Michael D. Ramsey, as Manager of Lux Building, LLC, on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein expressed, acting for and on behalf of said limited liability company.

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

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

My Appointment Expires:

\_\_\_\_\_



## **SCHEDULE I**

### **DESCRIPTION OF THE PROPERTY**

The following property leased to the City of Wichita, Kansas (the “Issuer”) in connection with the issuance by the Issuer of its Industrial Revenue Bonds, Series I, 2014 (LUX Building, LLC) (Taxable Under Federal Law) (the “Series I, 2014 Bonds”); and Subordinated Industrial Revenue Bonds, Series II, 2014 (LUX Building, LLC) (Taxable Under Federal Law) (the “Series II, 2014 Bonds” (collectively, the “Bonds”):

- (a) The following described real estate in Sedgwick County, Kansas:

Beginning at the southeast corner of Lot 49 on Market Street, in Greiffenstein’s Original Town, now City of Wichita, Sedgwick County, Kansas, thence north along the west line of said Market Street 183.93 feet to the north side of the north wall of the building now situated thereon and known as the Sedgwick Annex, thence west along said north side of said North wall 140 feet to the east side of an alley, thence south along said east side of said alley 183.75 feet to the southwest corner of said Lot 49, thence east 140 feet to the place of beginning.

said real property constituting the “Land” as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Bonds (the “Indenture” and the “Lease”), subject to the encumbrances listed as exceptions in Schedule B of that certain commitment for title insurance no. 2093768 issued by First American Title Insurance Company and any restriction or encumbrance impacting or affecting the current or future use of property in connection with the operation of a gambling facility which consists of multi-game casino-style gambling (“Permitted Encumbrances”).

- (b) All buildings, building additions, improvements, machinery and equipment now or in the future constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer’s Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I together constituting the “Project” as referred to in the Indenture and the Lease.

SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE

THIS SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE dated as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Wichita, Kansas, a municipal corporation (hereinafter referred to as the “Issuer”), and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer previously had outstanding its Industrial Revenue Bonds, Series I, 2014 (LUX Building, LLC) (Taxable Under Federal Law) (the “Series I, 2014 Bonds”) in the aggregate principal amount of not to exceed \$7,440,000; and Subordinated Industrial Revenue Bonds Series II, 2014 (LUX Building, LLC) (Taxable Under Federal Law) (the “Series II, 2014 Bonds”) in the aggregate principal amount of \$7,010,000 (collectively the “Bonds”); and

WHEREAS, the Bonds are secured by the pledge of a certain Trust Estate, as established by, and in accordance with the terms and provisions of, a Trust Indenture, dated as of February 1, 2014 (the “Indenture”), by and between the Issuer and the Trustee; and

WHEREAS, pursuant to Section 3.02 of the Indenture, the Series I, 2014 Bonds have been redeemed by the payment of the redemption price of the par value of the principal amount plus accrued interest to the date of redemption in satisfaction of all principal and interest due upon said Series I, 2014 Bonds; and the Tenant, as a bondowner, has submitted the Series II, 2014 Bonds to the Trustee on behalf of the Issuer in satisfaction of all principal and interest due upon said Series II, 2014 Bonds, both without premium as provided by the Indenture; and

WHEREAS, in connection therewith, it is necessary to provide for the release and discharge of the lien of the Indenture, upon its Trust Estate (excepting its lien upon such monies as are deposited with Trustee for the purposes of paying the principal of, interest, and applicable redemption premium, if any, on all the Bonds).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the Issuer hereby acknowledges that all principal and interest due upon the Series I, 2014 Bonds have been paid and the Series II, 2014 Bonds have been submitted to the Trustee, on behalf of the Issuer, in full satisfaction of all principal and interest due upon said Series II, 2014 Bonds and acknowledges timely receipt, or waiver thereof, of notice of said payment and submission as required by the Indenture, and the parties hereto agree that the special obligations of the Issuer under the terms of the Indenture are hereby deemed satisfied and discharged and the lien of the Trustee upon the Trust Estate is hereby terminated and released. Accordingly, the covenants and agreements of the Issuer and the Trustee are hereby terminated and of no further force or effect.

IN WITNESS WHEREOF, the Issuer has caused this Satisfaction, Discharge and Release of Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied for delivery as of the date first set forth above.

CITY OF WICHITA, KANSAS

[seal]

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

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

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS            )  
  )        SS:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public in and for said County and State, came Jeff Longwell and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

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

My Appointment Expires:

\_\_\_\_\_



ISSUER REQUEST TO TRUSTEE TO CALL BONDS FOR REDEMPTION

COMES NOW THE CITY OF WICHITA, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas (the “Issuer”) relating to NOT TO EXCEED \$7,440,000 INDUSTRIAL REVENUE BONDS SERIES I, 2014 (LUX BUILDING, LLC) (TAXABLE UNDER FEDERAL LAW) (the “Series I, 2014 Bonds”) and \$7,010,000 SUBORDINATED INDUSTRIAL REVENUE BONDS SERIES II, 2014 (LUX BUILDING, LLC) (TAXABLE UNDER FEDERAL LAW) ( the “Series II, 2014 Bonds”) (collectively the “Bonds”) OF CITY OF WICHITA, KANSAS and hereby requests THE BANK OF NEW YORK MELLON TRUST COMPANY N.A., as Trustee relating to said Bonds to call the Bonds for redemption in accordance with ARTICLE III of the Trust Indenture dated as of February 1, 2014 between the Issuer and the Trustee. Attached to this written request is a copy of redemption instructions from the Tenant under said Trust Indenture.

Dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

*[Remainder of Page Intentionally Left Blank]*



City of Wichita  
City Council Meeting  
July 28, 2015

**TO:** Mayor and City Council

**SUBJECT:** 2016 Funding Contributions for the Cheney Lake Watershed Water Quality Project (All Districts)

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

**AGENDA:** Consent

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**Recommendation:** Approve the memorandum of understanding and working agreement, including funding contributions.

**Background:** Cheney Lake Reservoir provides 40% to 80% of the City's water supply. The reservoir has two significant pollution problems: sedimentation, which displaces stored water and reduces the life of the reservoir, and phosphates from runoff, which contributes to algae and increases taste and odor problems. In 1993, the City Council approved the concept of the City sharing the cost to protect and preserve the reservoir through the implementation of best management practices (BMP). Since 1995, the City has provided financial support to the Cheney Lake Watershed Water Quality Project for expenses and services related to the implementation of BMPs that benefit the reservoir. The City also supports educational outreach efforts and administrative support for approved programs related to the implementation of BMPs.

The original memorandum of understanding (MOU) between the City and Cheney Lake Watershed, Inc. was approved in 1995 and subsequently updated through supplemental agreements. The projects that comprise the working agreements have been consistent since 2013. The percentage of support paid for by the City from the approved budget may vary year to year depending on the amount of cost share funds available from other sources in the program. Funding partners include the Kansas Department of Health and Environment (KDHE), the Kansas Alliance for Wetlands and Streams, the Kansas Water Office, the Kansas Rural Center, United States Department of Agriculture and the United States Environmental Protection Agency.

**Analysis:** The MOU and related working agreement have been updated for 2016. The proposed documents establish the basis for reimbursement by the City and outline the supported activities and responsibilities of each party. Staff recommends the City continue to support the Cheney Lake Watershed Water Quality Project by contributing to this joint effort.

The BMPs supported by the project benefit the Cheney Lake Reservoir by reducing sedimentation and slowing the intake of phosphates from runoff. The BMPs related to sedimentation reduction were identified as part of a study completed in 2011 by a Kansas State University Agronomist. The study found that a 40% reduction in sedimentation loading could extend the life of the reservoir by 200 years and identified potential practices and adoption rates that would produce incremental reductions. The study suggested that cumulative incremental reductions totaling 58,972 cubic yards per year would result in the 40% reduction goal if maintained over a 20-year period. This incremental reduction through implementation of BMPs plan was reviewed by the City and the United States Environmental Protection Agency, and was approved by the KDHE in 2011.

The alternative method of sediment reduction is dredging operations. The Kansas Water Office estimates dredging costs to be \$8 per cubic yard. The cost to dredge the equivalent amount of sediment reduction achieved through the BMP plan is estimated at nearly \$9,500,000, or just under \$500,000 annually.

Some of the BMPs aimed at slowing the intake of phosphates through runoff include alternative watering systems, filter strips for small livestock feeding operations, fencing, the enhancement or creation of wetlands, and upgraded wastewater treatment systems in small communities connected to the reservoir. The City spends an estimated average of \$1,000,000 annually to chemically treat the water supply for taste and odor problems caused by the intake of phosphates.

**Financial Considerations:** The cost of the proactive BMP plan is significantly less than the cost of reactionary treatments. From 1995 to 2013, the City allocated an average of \$222,519 annually for the BMPs. That allocation was reduced in 2014 to \$117,500. The City's actual annual contributions have been significantly less than the allocated amount, ranging from \$44,761 to \$134,368. The average actual annual contribution is \$82,114. The variation in actual contributions is due to participation in the program, changes in cost sharing, and the availability of grants and other funding sources.

Staff proposes the City's total 2016 funding contributions be limited to \$186,700, with \$65,700 for education and administration, and \$121,000 for BMP implementation. Funding of \$186,700 is allocated for the City's portion in the Wichita Public Works and Utilities 2016 Proposed Operations Budget. Allocated funds may not be fully utilized within the fiscal year.

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

**Recommendation/Action:** It is recommended that the City Council approve the MOU and working agreement, including funding contributions, and other documents as required, and authorize the necessary signatures.

**Attachments:** MOU and working agreement.

**WORKING AGREEMENT FOR WATER QUALITY PROJECTS**  
**between**  
**RENO COUNTY CONSERVATION DISTRICT**  
**and the**  
**CHENEY LAKE WATERSHED, INC.**  
**and the**  
**CITY OF WICHITA**

- I. **Purpose:** It is the intent of this agreement to provide cost share reimbursement and incentive payments to producers and communities within the Cheney Lake Watershed who install practices that benefit the water quality of Cheney Lake Reservoir. This agreement shall define the procedure by which payments to those producers will be processed.
- II. **Background:** The implementation of certain practices in the watershed above Cheney Reservoir has positive impacts on the quality of the water in the North Fork of the Ninescah River that enters Cheney Reservoir. The Cheney Lake Watershed is governed by a board, the Citizen’s Management Committee, hereafter referred to as CMC. The Citizens Management Committee serves as an advisory board to the Reno County Conservation District. The Cheney Lake Watershed, Inc. provides education and recruits producers and landowners in the watershed to implement management practices that benefit Cheney Lake Reservoir.
- III. **Cost Share:** This working agreement shall cover year 2016, January 1, 2016 through December 31, 2016. The CMC and the Reno County Conservation District will review applications for cost share assistance and make decisions for approval based on available funds and the impact of implementing specific practices. Total amount of cost share payments for FY 2016 shall not exceed funds budgeted by the City of Wichita Public Works Department.

**Watershed Restoration and Protection Strategy (WRAPS) Implementation Projects:** In order to establish desirable practices that protect water quality, the Reno County Conservation District will provide up to 60% of the county average cost or up to 60% of the actual cost of installing the project, whichever is less, using WRAPS funding from KDHE. The City of Wichita will provide matching cost share payments for eligible practices not to exceed 100% of the actual or estimated cost, whichever is less.

Implementation projects may include but will not be limited to the following practices: range and pasture seeding, alternate livestock watering systems, terraces and waterways, no-till farming implementation, nutrient management, the relocation of livestock feeding areas, the relocation of seasonal feeding areas, , and the enhancement or creation of wetlands.

**Perimeter Fencing:** The conversion of cropland to pasture has positive water quality benefits if perennial grasses are established, maintained, and properly grazed. The expense of building perimeter fence is a major deterrent to conversion of cropland to permanent native grass. Conversion of cropland to grass includes land that has been established in native grass for enrollment in the Conservation Reserve Program (CRP). Upon expiration of a CRP contract, assistance with the installation of perimeter fence is an incentive to the landowner to develop a grazing system rather than returning the land to crop production. The CMC has established priority areas within the watershed for the use of cost share for perimeter fence.

A maximum of two (2) miles of fence is eligible for cost share. The cost share rate for Wichita funds will be 50% of county average cost or 50% of the actual cost, whichever is less. The county average cost for the Water Resources Cost Share (WRCS) program in the county where the practice is installed will be the basis for determining the funding level.

Producers must agree to maintain the fence and to abide by a grazing management plan developed with the NRCS Field Office for a 10 year period following the installation of the fence. Applications will be taken at the Cheney Lake Watershed office. Payment process will be handled by Cheney Lake Watershed with CMC/Reno County Conservation District approval of all payment applications before sending to Wichita.

**Water Resources Cost Share (WRCS) and Non-Point Source (NPS) Pollution Control Fund Projects:**

WRCS and NPS are state cost share programs which are administered by each county Conservation District. Under these programs, the producer applies for cost share assistance for eligible improvements through the county Conservation District; projects are awarded cost share assistance through a ranking process. The producer is eligible to receive state reimbursement of 50 to 70% of county average cost. The City of Wichita will provide matching cost share payments for eligible practices not to exceed 100% of the actual or estimated cost, whichever is less.

**Project Implementation Using Other Funding Sources:** In order to implement a broad spectrum of desirable practices that protect water quality, the Cheney Lake Watershed and the Reno County Conservation District will seek additional cost share funds from all available sources. These sources may include the Kansas Alliance for Wetlands and Streams, the Kansas Water Office, the Kansas Rural Center, USDA, the US EPA and other entities. When these sources provide 60 to 90% of the county average cost or 60-90% of the actual cost of the project, the City of Wichita will provide up to 40% of the cost, not to exceed a total of 100% of the actual cost. In cases where there is no established county average cost, payment will be based upon reasonable costs as determined by the CMC. These special projects may include, but will not be limited to, the following practices: range and pasture seeding, riparian filterstrips, in-field filters, crop rotations/legumes, cross fencing of pastures, alternate watering systems, filterstrips for small livestock feeding operations, stream crossings for livestock, fencing of riparian areas, and the enhancement or creation of wetlands for water quality protection.

- IV. **Incentive Payments:** This working agreement shall cover year 2016, January 1, 2016 through December 31, 2016. The Citizen's Management Committee and the Reno County Conservation District will review applications for incentive payments and make decisions for approval based on available funds and the impact of implementing specific practices. Total amount of incentive payments for FY 2016 shall not exceed \$ 121, 000 as budgeted by the City of Wichita Public Works and Utilities Department.
- V. **Small Community Wastewater Treatment Systems:** There are at least 13 small communities within the Cheney Watershed. Eight of these communities have some type of existing community wastewater treatment system. Many of the community wastewater treatment systems operate near intermittent or perennial streams. In an effort to protect surface water within the watershed, the Cheney Lake Watershed, Inc. will provide incentive payments to small communities that are upgrading a wastewater treatment system. The proposed treatment system must meet all current requirements of the Kansas Department of Health and Environment and must also be located within contributing portions of the watershed. Each eligible community may apply for a one-time payment of \$2,500 to match state or federal funds awarded to upgrade the treatment system. Individual communities may make application for assistance through the Cheney Lake Watershed office. Cheney Lake Watershed,

Inc. will make direct payments to participating communities upon completion of the upgrades. A maximum of two applications per year may be approved and funded.

Cheney Lake Watershed, Inc. will invoice the City of Wichita for the amount paid to participating communities and the City will reimburse CLW, Inc. in an amount not to exceed \$5,000 for FY2016.

**Continuous Sign-up Conservation Reserve Program (CRP):** The conversion of small, strategic parcels of cropland to native grasses has positive water quality benefits. Perennial grasses act to slow and filter any water flowing over the area. As water is slowed, the infiltration rate into the soil is increased. By locating these small parcels of perennial grasses adjacent to perennial or intermittent streams, nearly the same benefits may be achieved regarding water quality as converting an entire field to grass.

Continuous Sign-up CRP is a program of the USDA, administered by the Farm Service Agency. In order to maximize utilization of this program in key areas of the watershed, producers may be eligible to receive incentive payments through the Cheney Lake Watershed. The CMC has established priority areas and will determine CRP practices that will be eligible for Wichita payments. Cost share funds will be paid to the owner or operator, whichever incurred the cost of establishment.

An incentive payment of \$200 per acre will be paid to the landowner or farm operator upon approval of the contract with FSA. Incentive payments will be paid to the owner or operator or split between them in the same manner that the Continuous CRP payments are to be paid. Incentive payments will be paid to the owner and/or operator based upon the shares indicated in the CCRP contract for annual payments from USDA. Participants must provide a copy of their CCRP contract to the Cheney Lake Watershed office to receive signup incentive payments.

**Conversion of Cropland to Perennial Grass:** The conversion of cropland to native grasses has positive water quality benefits. Perennial grasses act to slow and filter any water flowing over the grassed area. As water is slowed, the infiltration rate into the soil is increased.

In order to encourage the conversion of cropland to perennial grass in key areas of the watershed, producers may be eligible to receive incentive payments through the Cheney Lake Watershed. The Citizen's Management Committee will establish priority areas that will be eligible for incentive payments.

An incentive payment of \$100 per acre will be paid to the landowner upon completion of the seeding and the development of a management plan. Landowners must agree to maintain the grass for ten years from the date of seeding including reseeding at their cost if the initial seeding is not successful. Landowners will make application for the incentive at the Cheney Lake Watershed office prior to implementation.

- VI. **Total amount of payments** for conservation projects for FY 2016 shall not exceed \$121,000 as budgeted by the City of Wichita Public Works and Utilities Department.

### **Reno County Conservation District Responsibilities**

*The RCCD will:*

1. Maintain official records relative to farms and other official records.
2. Establish the sign-up period for Water Resources Cost Share (WRCS) and Non-Point Source Pollution Control Fund (NPS) cost share programs.
3. Determine producer's eligibility to participate in WRCS and NPS.

4. Maintain County Average Costs.
5. Administer the state's cost share amount to the producer for WRCS and NPS funds.

### **Cheney Lake Watershed, Inc. Responsibilities**

*CLW, Inc. will:*

1. Review, prioritize and approve/ disapprove applications for cost share and incentive payments. Notify producers or communities of approval status.
2. Will provide an accounting of the practice to the City of Wichita.
4. Prepare payment applications and review with RCCD before forwarding to the City of Wichita for payment.
5. Provide the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and legal description of the practice or demonstration site.
6. Provide a yearly accounting of the program to the City of Wichita.
7. Make direct payments to small communities for upgrades in wastewater treatment systems and invoice the City of Wichita for reimbursement.

### **City of Wichita Responsibilities**

*The City will:*

1. Maintain official records relative to the program.
2. Process payments and send them to the producer after a request for payment is received from the Cheney Lake Watershed office.
3. Provide notification to the Cheney Lake Watershed Office of payments as soon as possible within workload requirements.
4. Provide reimbursement to the Cheney Lake Watershed, Inc. for payments made to small communities for upgrades in wastewater treatment systems.

### **All Parties:**

1. This agreement can be modified with written consent of both parties.
2. This agreement can be terminated with 60 days written notice of either party

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Reno County Conservation District Date

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Citizen's Management Committee Date

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Jeff Longwell, Mayor, City of Wichita, Date

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and City Attorney

ATTEST

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Karen Sublett, City Clerk

(SEAL)

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**CHENEY LAKE WATERSHED, INC.**  
**and the**  
**CITY OF WICHITA**

- I. **Purpose:** It is the intent of this agreement to provide funding from the City of Wichita to Cheney Lake Watershed, Inc. for contractual expenses needed to maintain and improve watershed management.
- II. **Background:** The implementation of certain practices in the watershed above Cheney Reservoir has positive impacts on the quality of the water in the North Fork of the Ninnescah River which enters Cheney Reservoir. The Cheney Lake Watershed, Inc., is responsible for implementing the Watershed Management Plan accepted by the City of Wichita and the Kansas Department of Health and Environment.
- III **Contractual Expenses:** The City of Wichita agrees to provide funds, not to exceed \$65,700, in the year 2016 for contractual expenses of Cheney Lake Watershed, Inc. Contractual expenses will include professional services. Services rendered may include, but are not limited to:
- Coordinate Public Education and Outreach within the Cheney Lake Watershed
  - Make one-on-one contacts with landowners or producers to recruit and facilitate the implementation of Best Management Practices.
  - Coordinate with local news media, issue news releases and/or feature articles that highlight watershed projects, especially those that help accomplish watershed goals.
  - Prepare grant requests necessary to assist in funding of projects associated with the watershed improvement management plan.
  - General office management to support the activities listed above.

Cheney Lake Watershed, Inc. will invoice the City of Wichita for contractual expenses incurred in 2016 on a regular basis and the City of Wichita will reimburse Cheney Lake Watershed, Inc for those expenses. The Cheney Lake Watershed, Inc. will be responsible for supervisory control of the professional services.

This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. It is agreed by both parties that this agreement can be modified with the written consent of each party and this agreement can be terminated with 60 days written notice of either party.

\_\_\_\_\_  
Cheney Lake Watershed, Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Longwell, Mayor, City of Wichita,

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, Director of Law and City Attorney

\_\_\_\_\_  
Date

ATTEST

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

(SEAL)

**Second Reading Ordinances for July 28, 2015 (first read on July 21, 2015)**

- A. ZON2015-00012 and CON2015-00010 City Zone Change from sf-5 Single Family Residential (SF-5) to LC Limited Commercial (LC) and Conditional Use to Permit a Self-Service Warehouse on Property Generally Located North of 29<sup>th</sup> street North, One-Quarter Mile West of North Hoover Road. (District V)**

ORDINANCE NO. 50-055

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 28, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** Wichita Dwight D. Eisenhower National Airport  
ACT 3 Apron Phase IV  
FAA Grant Application

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the grant application and acceptance of funds.

**Background:** On June 21, 2011, the Wichita Airport Authority (WAA) approved the budget for the Air Capital Terminal 3 (ACT 3) program. This overall program budget included a portion of the budget for the Terminal Apron Phase IV project that will demolish the gates, concourses and airfield portions of the old terminal and will construct new aircraft strength pavement to serve Gates 10, 11 and 12 of the new terminal and also construct an airline ground service equipment area adjacent to Gate 1.

**Analysis:** Construction bids were received on June 26, 2015 and are expected to be awarded through the Board of Bids process. The Federal Aviation Administration (FAA) requested that the grant application be submitted the day the construction bids were received so that the availability of the funding was not jeopardized. Even though the work will be done by a single contractor, due to internal FAA procedural requirements, the FAA removed approximately \$100,000 of federal communications cable relocation work from this grant, and will issue a second grant in the near future for that work.

**Financial Considerations:** The applicable grant application for the Apron Phase IV project has been submitted to meet the FAA timeframe based upon actual bid prices for 90 percent of the eligible project costs. FAA grant funds totaling \$11,004,184 have been announced by Congress for this project and a grant acceptance agreement has been offered. The portion of the project not funded by grants will be paid with a combination of Passenger Facility Charges (PFCs), available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

**Legal Considerations:** The grant application and agreement has been reviewed and approved to form by the Law Department. Application and utilization of this grant is within the Wichita Airport Authority's statutory powers. The application complies with Federal Aviation Administration procedural requirements.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the grant application and agreement and the receipt of funds, along with authorizing the Director of Airports to sign all the documents related to the grant.

**Attachments:** Grant application and agreement.





U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	<u>JUL 09 2015</u>
Airport/Planning Area	<u>Wichita Dwight D Eisenhower National</u>
AIP Grant Number	<u>3-20-0088-069-2015</u>
DUNS Number	<u>124970641</u>

TO: **Wichita Airport Authority, Kansas**  
(herein called the "Sponsor")

FROM: **The United States of America**  
(acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 26, 2015, for a grant of Federal funds for a project at or associated with the Wichita Dwight D Eisenhower National Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Wichita Dwight D Eisenhower National Airport (herein called the "Project") consisting of the following:

**Reconstruct Existing Terminal Building Apron (32,360 sq. yds.)  
Phase IV**

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2015, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

**RECEIVED**

JUL 10 2015

**AIRPORT ENGINEERING**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$11,004,184.**

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$-0-for planning

**\$11,004,184** for airport development or noise program implementation

\$-0-for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 3, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

**9. System for Award Management (SAM) Registration And Universal Identifier.**

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

**10. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**11. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

**12. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

**13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

- 15. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent for land project.
- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 17. Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
- 18. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 19. Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
    - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
    - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
  - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
    - 1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
  - a. Associated with performance under this agreement; or
  - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

**20. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 17, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**21. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - a. Location of all runways, taxiways, and aprons;
    - b. Dimensions;
    - c. Type of pavement, and;
    - d. Year of construction or most recent major rehabilitation.
  2. Inspection Schedule.
    - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - a. Inspection date;
    - b. Location;

- c. Distress types; and
  - d. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**22. Project which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:

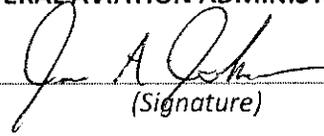
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
  - 4. Qualifications of engineering supervision and construction inspection personnel.
  - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

**23. Protection of Runway Protection Zone.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

24. **Protection of Runway Protection Zone.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
25. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
26. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
  - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
  - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
27. **Non-AIP Work in Application.** The Sponsor understands and agrees that:
- A. The Project Application includes the planning and/or construction of Asbestos Abatement, and Tank 6 Lid Replacement that is not being funded with any Federal funding in this project ;
  - B. Although the Sponsor has estimated a total project cost of \$13,635,952, the total allowable cost for purposes of determining federal participation will not exceed \$12,226,871;
  - C. It must maintain separate cost records for the AIP and non-AIP work;
  - D. All cost records must be made available for inspection and audit by the FAA;
  - E. Within 15 days of acceptance of this Offer, the Sponsor will submit a revised Program Statement/cost estimate to the FAA depicting the AIP and non-AIP costs and a revised cost estimate depicting only AIP project costs;
  - F. The Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and
  - G. The amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed \$12,226,871 which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



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*(Signature)*

**Jim A. Johnson**

---

*(Typed Name)*

**Manager, Airports Division**

---

*(Title)*

**RECEIVED**  
JUL 10 2015  
**AIRPORT ENGINEERING**

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 15TH day of JULY, 2015.

Wichita Airport Authority, Kansas

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

By:

VICTOR WHITE

*(Typed Name of Sponsor's Designated Official Representative)*

Title:

DIRECTOR OF AIRPORTS

*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Jay C. Ninkal acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_.

By:

*(Signature of Sponsor's Attorney)*

\_\_\_\_\_

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Application for Federal Assistance SF-424**

* 1. Type of Submission		* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New	- Select One -
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision	
* 3. Date Received: 06/27/2015		4. Application Identifier:	
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier: 3-20-0088-0069-2015	
<b>State Use Only:</b>			
6. Date Received by State:		7. State Application Identifier:	
<b>8. APPLICANT INFORMATION:</b>			
* a. Legal Name: Wichita Airport Authority			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653		*c. Organizational DUNS: 124970641	
<b>d. Address:</b>			
* Street1: 2173 Air Cargo Road			
Street 2:			
* City: Wichita, KS 67209			
County: Sedgwich			
* State: Kansas			
Province:			
Country: USA			
*Zip/ Postal Code: 67209			
<b>e. Organizational Unit:</b>			
Department Name: Department of Airports		Division Name: Airport Engineering	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>			
Prefix: Mr.		First Name: Victor	
Middle Name:			
* Last Name: White			
Suffix:			
Title: Director of Airports			
Organizational Affiliation: City of Wichita - Wichita Airport Authority			
* Telephone Number: (316) 946-4700		Fax Number: (316) 946-1898	
* Email: <a href="mailto:wwhite@wichita.gov">wwhite@wichita.gov</a>			

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number: 3-20-0088-0069-2015

Title: Terminal Apron Phase IVB

13. Competition Identification Number:

Title:

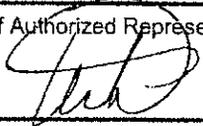
14. Areas Affected by Project (Cities, Counties, States, etc.):

Wichita, Sedgwick County, Kansas

\* 15. Descriptive Title of Applicant's Project:

Phase IV will remove the existing terminal concourses and construct a portion of the air carrier ramp. New aircraft strength pavement will be constructed to allow the remainder of the new terminal concourse to be accessible for passenger aircraft. Additional improvements will construct the extension of the trench drain, bulk glycol storage, demolish existing concourses and construct aircraft strength pavements.

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: 4th	*b. Program/Project: 4th
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 08/01/2015	*b. End Date: 12/31/2016
<b>18. Estimated Funding (\$):</b>	
*a. Federal	11,253,042:00 <i>11,004,184</i>
*b. Applicant	2,659,416:00 <i>2,631,768</i>
*c. State	_____
*d. Local	_____
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	13,912,428:00 <i>13,635,952</i>
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)</b>	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Mr.	*First Name: Victor
Middle Name:	
*Last Name: White	
Suffix:	
*Title: Director of Airports	
*Telephone Number: (316) 946-4700	Fax Number: (316) 946-1898
* Email: vwhite@wichita.gov	
*Signature of Authorized Representative: 	*Date Signed: 06/22/2015

## Application for Federal Assistance (Development Projects)

### PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p><b>Item 1.</b> Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p><b>Item 2.</b> Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p><b>Item 3.</b> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p><b>Item 4.</b> Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p><b>Item 5.</b> Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Check one: State   <input type="checkbox"/></p> <p style="padding-left: 100px;">Local   <input type="checkbox"/></p> <p style="padding-left: 100px;">Regional   <input type="checkbox"/></p> <p>Location of Plan:</p>
<p><b>Item 6.</b> Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p><b>Item 7.</b> Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project:      %</p>
<p><b>Item 8.</b> Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p><b>Item 9.</b> Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>Number of:</p> <p style="padding-left: 20px;">Individuals:</p> <p style="padding-left: 20px;">Families:</p> <p style="padding-left: 20px;">Businesses:</p> <p style="padding-left: 20px;">Farms:</p>
<p><b>Item 10.</b> Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Wichita Airport Authority will affirmatively work to obtain appropriate zoning by Sedgwick County to restrict the use of land in the immediate vicinity of Dwight D. Eisenhower National Airport. The current zoning ordinance has obstruction zoning prohibiting certain manufacturing facilities which produce smoke, dust, gaseous fumes and electrical interference or glaring impairing pilot visibility.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Wichita Airport Authority has the Fee Simple Title to all land comprising Dwight D. Eisenhower National Airport, free and clear.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

\*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: <u>Functional</u>			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$ 300,000.00	\$	\$ 300,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	890,443.08	-331,525.66	558,917.42
5. Other Architectural engineering fees	4,275.00		4,275.00
6. Project inspection fees	1,165,176.96	-1,000.00	1,164,176.96
7. Land development			
8. Relocation Expenses <i>Reimbursable Agreement</i>	99,700.50		99,700.50
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	11,452,832.49	-1,076,555.74	10,376,276.75
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	13,912,428.03	-1,409,081.40	12,503,346.63
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	13,912,428.03	-1,409,081.40	12,503,346.63
17. Less: Ineligible Exclusions		1,409,081.40	
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	13,912,428.03		12,503,346.40
20. Federal Share requested of Line 19			11,253,011.96
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			11,253,011.96
23. Grantee share			2,659,416.07
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 13,912,428.03

25,  
12,2  
87  
12,2  
8  
12,2  
8  
11,0  
18  
11,  
2

13,635,952

SECTION C - EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Asbestos Abatement	\$ 1,050,000.00	\$
b. Existing Separator Lid Modification	26,555.74	
c. Contract Administration for Environmental contract	1,000.00	
d.		
e.		
f.		
g. <b>Totals</b>	\$ 1,077,555.74	\$
SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		2,659,416.07
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		2,659,416.07
28. Other Shares		
a. State		
b. Other		
c. Total Other Shares		
29. TOTAL		\$
SECTION E - REMARKS		

2,  
76

**PART IV - PROGRAM NARRATIVE (Attach - See Instructions)**

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

<b>PROJECT :</b> Apron IV, Phase B
<b>AIRPORT :</b> Dwight D. Eisenhower National
<b>1. Objective:</b> Phase IV will remove the existing terminal concourses and construct a portion of the air carrier ramp. New aircraft strength pavement will be constructed to allow the remainder of the new terminal concourse to be accessible for passenger aircraft. Additional improvements will construct the extension of the trench drain, bulk glycol storage, demolish existing concourses and construct aircraft strength pavements.
<b>2. Benefits Anticipated:</b> Accommodate new terminal building and collection of spent glycol. Address EPA stormwater regulations.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) Work will be phased to provide less disruption for tenants and airfield operations.
<b>4. Geographic Location:</b> Wichita, Kansas
<b>5. If Applicable, Provide Additional Information:</b> N/A
<b>6. Sponsor's Representative:</b> (include address & telephone number) Victor White, A.A.E. 2173 Air Cargo Road Wichita, Ks 67209 316-946-4700

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes  No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes  No

3. Explanation of items marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

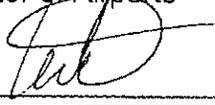
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 26 day of June, 2015.

Name of Sponsor: Wichita Airport Authority

Name of Sponsor's Designated Official Representative: Victor White

Title of Sponsor's Designated Official Representative: Director of Airports

Signature of Sponsor's Designated Official Representative: 

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.  
 Yes    No    N/A
  
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.  
 Yes    No    N/A
  
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.  
 Yes    No    N/A
  
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).  
 Yes    No    N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.  
 Yes    No    N/A
  
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.  
 Yes    No    N/A
  
7. Mandatory contract provisions for grant-assisted contracts have been or will be included in consultant services contracts.  
 Yes    No    N/A
  
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.  
 Yes    No    N/A
  
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.  
 Yes    No    N/A

Additional documentation for any above item marked "no":

<p><b>Sponsor's Certification</b></p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this <u>26</u> day of <u>June</u>, <u>2015</u>.</p> <p>Name of Sponsor: <u>Wichita Airport Authority</u></p> <p>Name of Sponsor's Designated Official Representative: <u>Victor White</u></p> <p>Title of Sponsor's Designated Official Representative: <u>Director of Airports</u></p> <p>Signature of Sponsor's Designated Official Representative: </p>
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**Drug-Free Workplace  
Airport Improvement Program Sponsor Certification**

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Sponsor:

Airport:

Project Number:

Description of Work:

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

**Certification Statements**

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

Yes  No  N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

- a. The dangers of drug abuse in the workplace
- b. The sponsor's policy of maintaining a drug-free workplace
- c. Any available drug counseling, rehabilitation, and employee assistance programs
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
  - a. Abide by the terms of the statement
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction Yes    No    N/A
  
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
  Yes    No    N/A
  
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
  - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
  - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency Yes    No    N/A
  
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
  Yes    No    N/A

Site(s) of performance of work:

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 26 day of June, 2015.

Name of Sponsor: Wichita Airport Authority

Name of Sponsor's Designated Official Representative: Victor White

Title of Sponsor's Designated Official Representative: Director of Airports

Signature of Sponsor's Designated Official Representative: 

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts.  
 Yes    No    N/A
  
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.  
 Yes    No    N/A
  
3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts  
 Yes    No    N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
  - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
  - Publicly opened at a time and place prescribed in the invitation for bids
  - Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written request to use competitive proposal procurement method
  - Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- Yes  No  N/A
6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project
- Yes  No  N/A
7. All construction and equipment installation contracts contain or will contain provisions for:
- Access to Records
  - Buy American Preferences
  - Civil Rights (General Provisions and Title VI Assurances)
  - Federal Fair Labor Standards
  - Occupational Safety and Health Act requirements
  - Seismic Safety (applies only to projects that include buildings)
  - State Energy Conservation Requirements (as applicable)
  - U.S. Trade Restriction
  - Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- Yes  No  N/A
8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- Davis-Bacon and Related Acts
  - Copeland "Anti-Kickback" Act
- Yes  No  N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving

Yes  No  N/A

10. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes  No  N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes  No  N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J)
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

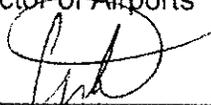
Yes  No  N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsible bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes  No  N/A

Additional documentation for any above item marked "no":

<p><b>Sponsor's Certification</b></p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this <u>26</u> day of <u>June</u>, <u>2015</u>.</p> <p>Name of Sponsor: <u>Wichita Airport Authority</u></p> <p>Name of Sponsor's Designated Official Representative: <u>Victor White</u></p> <p>Title of Sponsor's Designated Official Representative: <u>Director of Airports</u></p> <p>Signature of Sponsor's Designated Official Representative: </p>
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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).  
 Yes    No    N/A
  
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.  
 Yes    No    N/A
  
3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.  
 Yes    No    N/A
  
4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.  
 Yes    No    N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.  
 Yes    No    N/A
  
6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.  
 Yes    No    N/A
  
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.  
 Yes    No    N/A
  
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.  
 Yes    No    N/A
  
9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.  
 Yes    No    N/A
  
10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.  
 Yes    No    N/A

Attach Additional documentation for any above item marked "no":

<b>Sponsor's Certification</b>	
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.	
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.	
Executed on this	26                      day of   June                      ,   2015
Name of Sponsor:	Wichita Airport Authority
Name of Sponsor's Designated Official Representative:	Victor White
Title of Sponsor's Designated Official Representative:	Director of Airports
Signature of Sponsor's Designated Official Representative:	

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.  
 Yes    No    N/A
  
2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:
  - a. Work in progress
  - b. Quality and quantity of materials delivered
  - c. Test locations and results
  - d. Instructions provided the contractor
  - e. Weather conditions
  - f. Equipment use
  - g. Labor requirements
  - h. Safety problems
  - i. Changes required Yes    No    N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.  
 Yes  No  N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).  
 Yes  No  N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.  
 Yes  No  N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.  
 Yes  No  N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:
  - a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
  - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA. Yes  No  N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.  
 Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.  
 Yes  No  N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.  
 Yes  No  N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.  
 Yes  No  N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.  
 Yes  No  N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

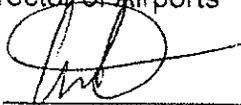
Executed on this 26 day of June, 2015.

Name of Sponsor: Wichita Airport Authority

Name of Sponsor's Designated Official Representative: Victor White

Title of Sponsor's Designated Official Representative: Director of Airports

Signature of Sponsor's Designated Official Representative: \_\_\_\_\_



## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

##### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

## FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>  
Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

## **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and

authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and

changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
  - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor

(except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
  - a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

#### **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
    - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- e. Required Contract Provisions.
- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:  
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVIS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

Wichita, Kansas  
July 27, 2015  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

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

Bids were opened July 10, 2015, pursuant to advertisements published on:

**WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE: Airfield  
Regenerative Air Sweeper.**

Defer one week

The Purchasing Division recommended that the contracts be deferred outlined above.

On motion the Board of Bids recommended that the contracts be deferred as outlined above.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: July 27, 2015

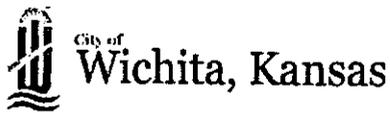
**WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS**

**July 20, 2015**

High Speed Airfield Regenerative Air Sweeper – Wichita Airport Authority/Airfield Maintenance Division  
(Defer to August 3, 2015)

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

  
for Melinda A. Walker  
Purchasing Manager



**BID RESULTS**

[Registration](#)   [Solicitations](#)   [Document Inquiry](#)   [Login](#)   [Help](#)

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

**Vendor Group Line**  
**Solicitation:** FB540105   **Airfield Regenerative Air Sweeper**   **Close Date/Time:** 7/10/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid   **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Airport Operations   **Responses:** 5

Vendors	Complete	Bid Total	City Comments
ELLIOTT EQUIPMENT COMPANY	Complete	\$232,645.00	Defer to 8/3/2015 Wichita Airport Authority/Airfield Maintenance
KEY EQUIPMENT & SUPPLY CO	Complete	\$237,950.00	
MMP BUSINESS ASSOCIATES INC	Complete	\$238,353.00	
VICTOR L PHILLIPS COMPANY	In-Complete	\$0.00	
SELLERS EQUIPMENT INC	Partial	\$216,211.00	

[Top of the Page](#)

