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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 2, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on November 25, 2014

AWARDS AND PROCLAMATIONS

Special Presentation – Northwest High School Madrigals

Proclamation:

Non-Violence and Mutual Respect Day

Service Award:

Steve Coberley

I. PUBLIC AGENDA

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

1. Treatha Brown-Foster - Community speaking up for the Wichita Police Department and informing citizens about family members with mental illness.

2. James Roseboro - Community Policing.

3. Martin Mork - Notice regarding removal of a chair at 538 North Clayton.

4. Om Chauhan - Illegal Dumping.

II. CONSENT AGENDA ITEMS 1 THROUGH 13

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

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

   RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed $9,520,054.36 and authorize the necessary signatures.

2. Public Hearing and Issuance of Industrial Revenue Bonds, Cessna Aircraft Company. (Districts III and IV)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed $40,000,000, release and convey the 2004 bond-financed property, and authorize the necessary signatures.

3. Public Hearing and Issuance of Industrial Revenue Bonds, High Touch/One Twenty South Main, LLC. (District I)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed $1,572,300 and authorize the necessary signatures.

4. Approval of Economic Development Incentive Agreement, Apex Engineering International, LLC. (District VI)

   RECOMMENDED ACTION: Approve the Forgivable Loan Agreement with Apex Engineering International, LLC, place the Home Rule Ordinance approving the agreement on first reading, approve the necessary budget adjustments and authorize the necessary signatures.

5. Resolution Setting a Public Hearing for Consideration of a Project Plan, Tax Increment Financing for the Mosley Avenue Project. (District VI)

   RECOMMENDED ACTION: Adopt the resolution setting a public hearing on January 6, 2015, for consideration of the Mosley Avenue Project Plan and authorize the necessary signatures.

6. Improvements to the Intersection of 37th Street North and Hillside. (District I)

   RECOMMENDED ACTION: Approve the design concept.

7. Improvements to Douglas, from Washington to Oliver. (District I)

   RECOMMENDED ACTION: Approve the design concept, supplemental agreement, and revised budget, adopt the resolution, and authorize the necessary signatures.

8. Water Line Improvements for North Westfield. (District V)

   RECOMMENDED ACTION: Approve the project and petition, adopt the resolutions, and authorize the necessary signatures.

9. Water and Sewer Rate Increases.

   RECOMMENDED ACTION: Approve the Water Rate and Sewer Rate Ordinances and place on first reading.

10. Wichita Multi-Modal Accommodation Policy and Street Design Guidelines.

    RECOMMENDED ACTION: Adopt the resolution endorsing the City of Wichita Multi-Modal Accommodation Policy and the Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation.

11. Adoption of the 2012 International Mechanical Code.

    RECOMMENDED ACTION: Place on first reading the ordinance amending Article 5 of the Unified Building and Trade Code with the adoption of the 2012 Edition of the International Mechanical Code and authorize the necessary signatures.

12. Adoption of the 2014 National Electrical Code.

    RECOMMENDED ACTION: Approve first reading of the ordinance amending Article 4 of the Unified Building and Trade Code (UBTC) with the adoption of the 2014 Edition of the National Electrical Code and authorize the necessary signatures.

13. Adoption of the 2012 Uniform Plumbing Code.

RECOMMENDED ACTION: Place on first reading the ordinance amending Article 3 of the Unified Building and Trade Code (UBTC) with the adoption of the 2012 Edition of the Uniform Plumbing Code and authorize the necessary signatures.

14. Operating Partnership Agreement with Museum of World Treasures, Inc.

RECOMMENDED ACTION: Approve the Operating Partnership and Lease Agreements with the Museum of World Treasures, Inc.

15. 2015 Performance Contracts for Cultural Funding Operational Grants.

RECOMMENDED ACTION: Approve 22 Performance Contracts for Cultural Funding Operational grants for Fiscal Year (FY) 2015.

16. 2015 State Legislative Agenda.

RECOMMENDED ACTION: Approve the 2015 Legislative Agenda.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 13)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts
   a. Report of Board of Bids and Contracts dated December 1, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2014	(Consumption on Premises)
Aaron Caleron	Sim Golf Course**	2020 West Murdock
Ron Meyer	Pine Bay Golf Course*	6615 South Grove

Renewal	2014	(Consumption off Premises)
Landon Grams	Rolling Hills Country Club Golf Shop***	9612 West Maple
Rupan Kanti Dev	Food Mart***	1400 North Market
Terry Williams	Quik Trip #322***	3520 North Oliver Avenue
Terry Williams	Quik Trip #359***	4051 North Ridge Road

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

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

3. Preliminary Estimates:
   a. Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events - Ballet Wichita's "The Nutcracker." (Districts I and VI)
   b. Community Events - Out Lady of Guadalupe Fiesta. (District IV)
   c. Community Events - The Great Santa Run 5K. (Districts I and VI)
   d. Community Events - The Lights at WaterWalk. (District I)
   e. Community Events - Jingle Bell 4 Mile. (Districts I and VI)

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

5. Change Orders:
   a. Change Order No. 1 for the 2014 Utility Cut Repair Program.

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

6. Minutes of Advisory Boards/Commissions

   Board of Park Commissioners, October 13, 2014
   Wichita Employees Retirement System, October 15, 2014
   Deferred Compensation Board, August 21, 2014

   RECOMMENDED ACTION: Receive and file.

7. Report on Claims for October 2014.

   RECOMMENDED ACTION: Receive and file.

8. Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration.

   RECOMMENDED ACTION: Adopt the resolution and authorize the necessary signatures.

9. Eminent Domain Appeal Settlement - Joe W. Self, Jr. Real Estate, LLC. (District II)

   RECOMMENDED ACTION: Authorize the settlement of $787,000.

10. Eminent Domain Appeal Settlement - 5 Star Hotel Management Wichita, LLC. (District II)

    RECOMMENDED ACTION: Authorize the settlement of $300,000.

11. Second Reading Ordinances: (First Read November 25, 2014)

    a. List of Second Reading Ordinances.

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

12. *SUB2014-00005 -- Plat of Hoover Industrial Park Addition located on the Southeast Corner of K-96 Highway and Hoover Road. (County)

    RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

13. *SUB2014-00011 -- Plat of Falcon Falls 5th Addition located on the North Side of 45th Street North, on the West Side of Hillside. (District I)

    RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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.

None

II. CONSENT AIRPORT AGENDA ITEMS

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

None

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Bombardier Learjet) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: On June 3, 2014, the City Council approved a Letter of Intent ("LOI") for Industrial Revenue Bonds ("IRBs") in an amount not-to-exceed $52,700,000 for Bombardier Learjet ("Learjet") to finance expansion and modernization of its aircraft manufacturing plant located at Mid-Continent Airport for a five-year term. The LOI is set to expire on December 31, 2018. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property.

The City Council has approved a number of annual IRB issues for Learjet going back to 1961. In 2009, Learjet began requesting semi-annual issues. At this time, Learjet is requesting issuance of IRBs in the amount not-to-exceed $9,520,054.36 to finance its capital investments for the second half of 2014.

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

On November 15, 2011, the City Council approved an Economic Development Grant Agreement in an amount of $1,000,000 (matched by Sedgwick County) for the purpose of incentivizing Learjet to invest nearly $53 million to build and create Centers of Excellence in engineering and information technology, as well as to build a new Bombardier Flight Test Center. Under the terms of the Grant Agreement, Learjet is committed to the creation of 450 new jobs not related to the new Learjet 85 Program by 2017.

The property tax abatement associated with the IRBs was originally approved by the City Council in 2011 as a provision of the Economic Development Grant Agreement, subject to the job creation requirements contained in that agreement. Monitoring of Learjet's expansion by City staff has indicated that Learjet is so far on pace to meet that commitment. Recently announced temporary layoffs are all related to delays in the Learjet 85 rollout and do not impact Learjet's compliance with incentive conditions.

Proceeds from the bonds will be used to finance capital investments made by Learjet in the second half of 2014 to expand and equip manufacturing facilities. Investments include real property improvements to the Bombardier Flight Test Center (paving/concrete, mechanical upgrades and structural work), architectural and engineering professional design services as well as new machinery, computer equipment and software.

The law firm of Gilmore & Bell, PC serves as bond counsel in the transaction. Learjet Inc. will purchase the bonds. Learjet has complied with the Standard Conditions contained in the City's IRB Policy.

Financial Considerations: Bombardier Learjet agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% abatement of ad valorem property taxes on the expansion project for five years plus a second five years subject to review and approval by the City Council. Bond-financed purchases are also exempt from state and local sales tax. Learjet invested $8,906,981.16 on real property improvements. Based on the 2013 mill levy, the value of the abated taxes on that investment could be as much as $268,548. This estimate assumes that 100% of the $8,906,981.16 cost of improvements to real property will be reflected in a dollar-for-dollar increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its on-going reappraisal process. The tax abatement would be shared among the taxing entities as follows:

City	$ 72,389	State	$ 3,340
County	$ 65,415	USD 259	$ 127,404

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

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

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

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed $9,520,054.36 and authorize necessary signatures.

Attachments: Bond Ordinance

Gilmore & Bell, P.C.
11/13/2014

(Published in the *Wichita Eagle* on December 12, 2014)

ORDINANCE NO. 49-890

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

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

WHEREAS, pursuant to the Act, the Issuer's Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed $86,000,000, pursuant to a Letter of Intent dated September 10, 1996; (2) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed an additional $79,188,000, pursuant to a Letter of Intent dated November 16, 2007; and (3) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.) in the original aggregate principal amount not to exceed $52,700,000 dated June 3, 2014 (collectively, the "Letter of Intent"); all for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing and flight testing facilities (the "Project"); and

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of twenty-five series of such taxable industrial revenue bonds, in the original aggregate principal amount of $138,087,712.86 (the "Outstanding Bonds"), for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of the Outstanding Bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-Sixth Supplemental Indenture (collectively, the "Indenture") with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the "Trustee"), for the purpose of issuing and securing the Outstanding Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-Sixth Supplemental Lease (collectively, the "Lease"), by and between the Issuer, as lessor, and

Learjet Inc., a Kansas corporation (the "Tenant"), as lessee, under which the proceeds of the Outstanding Bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a twenty-sixth series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VI, 2014 (Learjet Inc.)" (the "Series VI, 2014 Bonds") in the aggregate principal amount of not to exceed $9,520,054.36, for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities, as well as to acquire certain machinery and equipment for the Project (the "Series VI, 2014 Additions"); and

WHEREAS, the Series VI, 2014 Bonds are more fully described in the Twenty-Sixth Supplemental Indenture and the Twenty-Sixth Supplemental Lease hereinafter authorized; and

WHEREAS, the Series VI, 2014 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series VI, 2014 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Series VI, 2014 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series VI, 2014 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series VI, 2014 Bonds (i) to execute and deliver a Twenty-Sixth Supplemental Trust Indenture (the "Twenty-Sixth Supplemental Indenture"), for the purpose of issuing and securing the Series VI, 2014 Bonds as provided therein; and (ii) to enter into a Twenty-Sixth Supplemental Lease (the "Twenty-Sixth Supplemental Lease"), pursuant to which the Issuer shall cause the Series VI, 2014 Additions to be leased to the Tenant in consideration of payments of Series VI, 2014 Supplemental Basic Rent, Series VI, 2014 Supplemental Additional Rent and other charges provided for therein; and

WHEREAS, the Series VI, 2014 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds (collectively referred to hereinafter as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease or Indenture;

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

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

Section 2. Authority to Cause the Series VI, 2014 Additions to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the Series VI, 2014 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series VI, 2014 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Twenty-Sixth Supplemental Indenture and in the Twenty-Sixth Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Series VI, 2014 Bonds. There is hereby authorized and directed to be issued a series of the Issuer's taxable industrial revenue bonds for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VI, 2014 (Learjet Inc.)." The Series VI, 2014 Bonds shall be dated and bear interest, shall be in an aggregate principal amount, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series VI, 2014 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series VI, 2014 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series VI, 2014 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series VI, 2014 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

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

Section 5. Lease of the Series VI, 2014 Additions. The Issuer shall cause the Series VI, 2014 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Twenty-Sixth Supplemental Lease.

Section 6. Authorization of Bond Purchase Agreement. The Series VI, 2014 Bonds shall be sold and delivered to Learjet Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized (the "Bond Purchase Agreement"), by and between the Issuer and Learjet Inc., as purchaser.

Section 7. Approval of Guaranty Agreement. The form of Guaranty Agreement pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series VI, 2014 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series VI, 2014 Bonds, is hereby approved.

Section 8. Authority To Correct Errors, Etc. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 9. Execution of Series VI, 2014 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series VI, 2014 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Twenty-Sixth Supplemental Indenture, the Twenty-Sixth Supplemental Lease and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer with such minor corrections or

amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series VI, 2014 Bonds, the Twenty-Sixth Supplemental Indenture, the Twenty-Sixth Supplemental Lease and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 10. Pledge of the Project. The Issuer hereby pledges the Series VI, 2014 Additions and the net revenues therefrom to the payment of the Outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series VI, 2014 Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 11. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series VI, 2014 Bonds, the Twenty-Sixth Supplemental Indenture, the Twenty-Sixth Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 13. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

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PASSED by the Governing Body of the City of Wichita, Kansas, on December 9, 2014.

CITY OF WICHITA, KANSAS

(Seal)

By_____
Carl Brewer, Mayor

Attest:

By_____
Karen Sublett, City Clerk

Approved as to form:

By_____
Sharon L. Dickgrafe, Interim City Attorney &
Director of Law

JLN\600809.129\BOND ORDINANCE

(Signature Page to Bond Ordinance)

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Cessna Aircraft Company) (Districts III and IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: Since 1991, the City Council has approved issuance of Industrial Revenue Bonds ("IRBs") totaling $1.2 billion to finance expansion and modernization of Cessna Aircraft Company ("Cessna") facilities in Wichita. The City Council also authorized 100% ad valorem tax exemptions for all bond-financed property for periods of up to ten years.

On August 13, 2013, the City Council approved a new five-year Letter of Intent (LOI) for IRBs in the amount not to exceed $513,600,000. The City Council also approved a 100% five-plus-five year property tax abatement on bond financed property. Cessna plans to add 50 employees to its Wichita workforce of 5,436 by the end of the five-year term of the Letter of Intent. After last year's issuance, the unused balance of the LOI is $473,400,000. Cessna is requesting the issuance of IRBs in the amount not to exceed $40,000,000 to finance capital investments made in 2014.

Analysis: Cessna was incorporated in 1927 in Wichita and is now the world's largest manufacturer of general aviation aircraft. Cessna also manufactures aircraft parts and provides aircraft maintenance and support services. Cessna currently has four major production and support segments including the Citation family of business jets, the Caravan family of turboprop aircraft, a number of single engine aircraft and world-class service and maintenance operations.

Bond proceeds will be utilized to finance capital investment in the facilities located at the Cessna Wichita campus, including computer hardware and software, tooling, furniture and fixtures, and improvements to production space to accommodate product development and manufacture of aircraft currently produced in Wichita. Cessna has complied with the Standard Letter of Intent Conditions.

In addition to authorizing the issuance of the Series V 2014 IRBs, the attached bond ordinance also authorizes the release of property financed by Series VIII 2004 Bonds, which have been surrendered. The conveyance will be effective January 1, 2015.

Financial Considerations: Cessna agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. Under the City's Economic Development Incentive Policy, the Company qualifies for a 100% five-plus-five year tax exemption.

The City Council has approved a 100% property tax abatement for five years, with a second five years subject to Council approval. Cessna indicates it invested almost $30 million on tooling, computer software and hardware, and furniture, fixtures and equipment. Additionally, it invested $10,026,823 on real property improvements. Based on the current mill levy, the value of the abated taxes on that investment could be as much as $302,311. This estimate assumes that 100% of the $10,026,823 cost of

improvements to real property will be reflected in a dollar-for-dollar increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its on-going reappraisal process. The tax abatement would be shared among the taxing entities as follows: City - $81,491; County - $73,639, State - $3,760; and USD 259 - $143,421.

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research was conducted in 2013 in connection with the Letter of Intent, with the following benefit/cost ratios:

City of Wichita	4.00 to one
City General Fund	1.81 to one
City Debt Service Fund	N/A
Sedgwick County	3.73 to one
USD 259	1.83 to one
USD 261	1.84 to one
State of Kansas	4.19 to one

The IRBs will be purchased by Cessna and will not be offered to the public.

The purchase price of $1,000 and other considerations as listed under the purchase option provision of the Lease Agreement has been paid for conveyance of the 2004 IRB-financed property.

Legal Considerations: The firm of Gilmore & Bell, P.C. serves as bond counsel in the transaction and has prepared bond documents needed for the issuance of bonds. All bond documents are subject to review and approval by the Law Department prior to execution.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed $40,000,000, release and convey the 2004 bond-financed property, and authorize the necessary signatures.

Attachments: Bond Ordinance

Gilmore & Bell, P.C.
11/14/2014

(Published in the *Wichita Eagle* on December 12, 2014)

ORDINANCE NO. [49-891]

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES V, 2014 (CESSNA AIRCRAFT CORPORATION) FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; APPROVING THE EXERCISE OF THE OPTION TO PURCHASE CERTAIN RELATED IMPROVEMENTS AND EQUIPMENT PURCHASED WITH THE PROCEEDS OF THE CITY OF WICHITA, KANSAS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES VIII, 2004; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

WHEREAS, pursuant to the Act and multiple letters of intent, the Issuer's Governing Body has heretofore expressed its intent to issue Taxable Industrial Revenue Bonds (Cessna Aircraft Company) for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing facilities (the "Project"); and

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of twenty-three series of such taxable industrial revenue bonds, in the original aggregate principal amount of $1,262,682,000, for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of such taxable industrial revenue bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of December 20, 1991, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-Fourth Supplemental Indenture (collectively, the "Indenture") with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the "Trustee"), for the purpose of issuing and securing such taxable industrial revenue bonds (as more particularly defined therein, the “Bonds”) and (ii) the execution and delivery of a Lease Agreement dated as of December 20, 1991, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-Fourth Supplemental Lease (collectively, the "Lease"), by and between the Issuer, as lessor, and Cessna Aircraft Company, a Kansas corporation (the "Company"), as lessee, under which the proceeds of the Bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a twenty-fourth series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series V, 2014 (Cessna Aircraft Company)" in the original aggregate principal amount not to exceed $40,000,000 (the "Series 2014 Bonds"), for the purpose of acquiring, constructing and installing the improvements to certain existing aviation manufacturing facilities, as well as to acquire certain machinery and equipment for the Project (the "Series 2014 Additions"); and

WHEREAS, the Series 2014 Bonds are more fully described in the Twenty-Fourth Supplemental Indenture and the Twenty-Fourth Supplemental Lease hereinafter authorized; and

WHEREAS, the Series 2014 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series 2014 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Series 2014 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series 2014 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2014 Bonds (i) to execute and deliver a Twenty-Fourth Supplemental Trust Indenture with the Trustee (the "Twenty-Fourth Supplemental Indenture"), for the purpose of issuing and securing the Series 2014 Bonds as provided therein; and (ii) to enter into a Twenty-Fourth Supplemental Lease (the "Twenty-Fourth Supplemental Lease") with the Company, pursuant to which the Issuer shall cause the Series 2014 Additions to be leased to the Company in consideration of payments of Series 2014 Supplemental Basic Rent, Series 2014 Supplemental Additional Rent and other charges provided for therein; and

WHEREAS, the Series 2014 Bonds shall be equally and ratably secured and on a parity with the outstanding Bonds and any Additional Bonds (as such term is defined in the Indenture) subject to any partial redemption or release of pledged property permitted by the Lease or Indenture;

WHEREAS, the Issuer has heretofore issued its Taxable Industrial Revenue Bonds Series VIII, 2004 ("the Series 2004 Bonds") pursuant to a Fourteenth Supplemental Indenture and Fourteenth Supplemental Lease each dated as of December 23, 2004; and

WHEREAS, the Trustee has certified that the Series 2004 Bonds have been surrendered by the registered owner thereof for cancellation on January 1, 2015; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the Series 2004 Bonds (the “Series 2004 Additions); and

WHEREAS, the City hereby determines to waive the notice provisions of the Lease with respect to the Company’s exercise of its option to purchase the Series 2004 Additions and finds and determines it necessary and desirable to execute a Bill of Sale conveying such Series 2004 Additions to the Company on or after January 1, 2015.

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

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

Section 2. Authority to Cause the Series 2014 Additions to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the Series 2014 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series 2014 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Twenty-Fourth Supplemental Indenture and in the Twenty-Fourth Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Series 2014 Bonds. There is hereby authorized and directed to be issued a series of the Issuer's taxable industrial revenue bonds in an original aggregate principal amount not to exceed $40,000,000 for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series V, 2014 (Cessna Aircraft Company)." The Series 2014 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series 2014 Bonds shall be equally and ratably secured and on a parity with the outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series 2014 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series 2014 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series 2014 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

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

Section 5. Lease of the Series 2014 Additions. The Issuer shall cause the Series 2014 Additions to be leased by the Issuer to the Company pursuant to and in accordance with the provisions of the Twenty-Fourth Supplemental Lease.

Section 6. Authorization of Bond Purchase Agreement. The Series 2014 Bonds shall be sold and delivered to the Cessna Aircraft Company, upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized (the "Bond Purchase Agreement"), by and between the Issuer and Cessna Aircraft Company, as purchaser.

Section 7. Authorization of Release Documents. The City is hereby authorized to execute a Bill of Sale conveying the Series 2004 Additions from the City to the Company, a Termination of Fourteenth Supplemental Lease and Cancellation, Discharge and Release of Fourteenth Supplemental Trust Indenture (collectively, the “Release Documents”) and to deliver such Release Documents upon receipt of Certification by the Trustee that no Series 2004 Bonds remain outstanding and upon receipt

from the Company of the other consideration required under the Lease, and performance by the Company of all conditions precedent to exercise of its purchase option under the Lease.

Section 8. Execution of Series 2014 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series 2014 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Twenty-Fourth Supplemental Indenture, the Twenty-Fourth Supplemental Lease, the Bond Purchase Agreement and the Release Documents for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series 2014 Bonds, the Twenty-Fourth Supplemental Indenture, the Twenty-Fourth Supplemental Lease, the Bond Purchase Agreement, the Release Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Pledge of the Project. The Issuer hereby pledges the Series 2014 Additions and the net revenues therefrom to the payment of the outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 10. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series 2014 Bonds, the Twenty-Fourth Supplemental Indenture, the Twenty-Fourth Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 11. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

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PASSED by the Governing Body of the City of Wichita, Kansas, on December 9, 2014.

CITY OF WICHITA, KANSAS

(Seal)

By_____
Carl Brewer, Mayor

Attest:

By_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

JLN\600809.70378\BOND ORDINANCE

(Signature page to Bond Ordinance)

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (High Touch/One Twenty South Main, LLC) (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: High Touch Technologies (High Touch), located at 110 S. Main in downtown Wichita, was founded in 1984 to write custom software and design automated systems for the rent-to-own industry. The software is known as Cynergi Suite and allows companies to track inventory, customers and payments. High Touch has since expanded its services to include web development, security from spam, viruses and other threats, managed IT solutions, unified communications (systems of phones, email and computers), cloud computing, colocation of servers, mobile devices and apps and custom programming.

On November 19, 2013 the City Council approved a one-year Letter of Intent for the issuance of Industrial Revenue Bonds ("IRBs") to One Twenty South Main, LLC, a real estate holding entity, in an amount not to exceed $2,000,000 for the purpose of financing the cost of acquiring and remodeling the 106,000 square foot office building located at 110 S. Main in downtown Wichita, for use as a corporate headquarters for High Touch. An extension of the LOI was approved by the City Council on October 28, 2014 through the end of 2015. One Twenty South Main, LLC is now requesting the issuance of IRBs in the amount not to exceed $1,572,300.

Analysis: High Touch, an employee owned company, has approximately 200 employees in Wichita, Denver and Kansas City, providing technology solutions to small and midsize businesses in all 50 states and seven countries. Approximately 115 of those employees are based at its Wichita headquarters.

Wayne Chambers, President and CEO of High Touch, acquired the multi-story office building located at 110 S. Main through his real estate holding entity One Twenty South Main, LLC. High Touch will occupy four of the ten floors. There are 30,000 square feet of vacant space in the office building.

An analysis of the uses of IRB project funds is:

USES OF FUNDS

Building Acquisition	$1,150,000
Repairs/Tenant Improvements	$ 422,300
Total cost of Project	$1,572,300

As a result of the project, High Touch intends to hire 50 new employees in the first five years at an average annual salary of $65,000. The NAICS average wage is $52,146. The City proposes to offer High Touch up to 180 employee parking spaces in nearby city-owned parking facilities at the monthly rate of $35 per stall, for a five-year term guaranteed.

Financial Considerations: High Touch agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. High Touch, Inc. intends to purchase

the bonds. The cost/benefit analysis performed by the Wichita State University Center for Economic Development and Business Research reflects the following benefit-cost ratios:

City of Wichita	2.99 to one
City General Fund	2.70 to one
City Debt Service Fund	3.50 to one
Sedgwick County	2.34 to one
USD #259	1.43 to one
State of Kansas	10.69 to one

City staff and High Touch have negotiated the terms of a property tax abatement designed to abate the taxes only on the increased value of the property due to a renovation. Under this arrangement, all bond-financed improvements will be subject to a 100% five-year abatement, plus a second five years subject to Council review and approval. Each year of the abatement period, High Touch will pay the City a PILOT equal to the general taxes that are currently levied ($33,250). Since no current taxes are being abated, the policy provision that existing property must be vacant for two years before consideration of a tax abatement, does not apply.

Legal Considerations: The law firm of Gilmore & Bell PC will serve as bond counsel in the transaction. The final form of all bond documents are subject to review and approval by the Law Department prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed $1,572,300 and authorize the necessary signatures.

Attachments: Bond Ordinance

GILMORE & BELL, P.C.
11/13/2014

ORDINANCE NO. 49-892

OF THE
CITY OF WICHITA, KANSAS

AUTHORIZING THE ISSUANCE OF
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES VII, 2014
(HIGH TOUCH, INC. PROJECT)

(Published in *The Wichita Eagle*, December 12, 2014)

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES VII, 2014 (HIGH TOUCH, INC. PROJECT) FOR THE PURPOSE OF THE ACQUISITION, REMODELING AND EQUIPPING AN EXISTING COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS HAS FOUND AND DETERMINED:

A. The City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq*., as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities .

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series VII, 2014 (High Touch, Inc. Project) in the aggregate principal amount of $1,572,300 (the "Series VII, 2014 Bonds"), for the purpose of paying the costs of the acquisition, remodeling and equipping of an existing commercial facility (the "Project"), as more fully described in the Indenture and in the Lease authorized in this Ordinance, for lease to One Twenty South Main, LLC, a Kansas limited liability company (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series VII, 2014 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture dated as of December 1, 2014 (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series VII, 2014 Bonds;

(ii) a Lease dated as of December 1, 2014 (the "Lease"), with the Tenant, under which the Issuer will acquire, renovate and improve the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iii) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series VII, 2014 Bonds by the Issuer to One Twenty South Main, LLC, Wichita, Kansas (the "Purchaser").

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

Section 1. **Definition of Terms**. All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed**. The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Indenture and the Lease.

Section 3. **Authorization of and Security for the Bonds**. The Issuer is authorized and directed to issue the Series VII, 2014 Bonds, to be designated "City of Wichita Kansas Taxable Industrial Revenue Bonds, Series VII, 2014 (High Touch, Inc. Project)" in the aggregate principal amount of $1,572,300, for the purpose of providing funds to pay the costs of the acquisition, remodeling and equipping of the Project. The Series VII, 2014 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series VII, 2014 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Lease of the Project. The Series VII, 2014 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture**. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series VII, 2014 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project**. The Issuer will acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Lease in the form approved in this Ordinance.

Section 6. **Approval of the Guaranty Agreement**. The form of the Guaranty Agreement dated as of December 1, 2014 between the Tenant and the Trustee, for the benefit of the owners of the Series VII, 2014 Bonds is approved.

Section 7. **Authorization of Bond Purchase Agreement**. The Issuer is authorized to sell the Series VII, 2014 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 8. **Execution of Bonds and Bond Documents**. The Mayor of the Issuer is authorized and directed to execute the Series VII, 2014 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series VII, 2014 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 9. **Pledge of the Project and Net Lease Rentals**. The Issuer hereby pledges the Project and the net rentals generated under the Lease to the payment of the Series VII, 2014 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series VII, 2014 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. **Authority To Correct Errors, Etc**. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 11. **Further Authority**. The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series VII, 2014 Bonds and the Bond Documents.

Section 12. **Effective Date**. This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on Ordinance and **SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. ____ of the City of Wichita, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

_____

City Clerk

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Approval of Economic Development Incentive Agreement (Apex Engineering International, LLC) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: Apex Engineering International, LLC ("Apex") is an engineering and manufacturing company with a diverse assortment of complex 3, 4, 5 and 6 axis Computer Numerical Control (CNC) machines specializing in the commercial, military and business jet industry. Customers include Cessna, Bell Helicopter Textron, Lockheed Martin, Gulfstream and Spirit AeroSystems.

Apex's parent company, HM Dunn AeroSystems, has recently won new work on the Cessna CJ4 line and is contemplating moving that work from Nova Scotia along with machining work from St. Louis. The company is asking for approval of the Forgivable Loan Agreement in the amount of $90,000 at this time to secure this work in Wichita.

Analysis: In January of 2014, Gridiron Capital, Apex's parent company at the time, announced it was merging with another of its portfolio companies, HM Dunn Company to create the new HM Dunn AeroSystems. The new, fully integrated company provides engineering design support, tool fabrication, complex machining, sheet metal fabrication, complex composite manufacturing, in-house processing and complete assembly capabilities to the aerospace industry. Gridiron has committed to invest significantly in the aerospace industry.

HM Dunn AeroSystems ("Dunn") occupies 305,000 square feet between two facilities in Wichita (1804 W. 2nd – Apex, and 4201 S. 119th - Dunn). Dunn currently has locations in Euless, Texas, St. Louis, Missouri and Wichita, Kansas. In Wichita, Apex Engineering International, LLC was formed in November 2003 as a vehicle to purchase the assets of Apex Engineering, Inc. which, through predecessor companies, existed in Wichita since the 1950s.

Dunn has recently won new work for the Cessna CJ4 line and is contemplating moving that work from Nova Scotia to Wichita. Additionally, it may consolidate work from Euless and St. Louis in Wichita as well as adding new metal processing equipment for additional contracts with OEMs. All of this work is intended to help the company become designated as a Super Tier Two company.

The City of Wichita and Sedgwick County have partnered to offer economic development assistance to Apex. The City and Sedgwick County will provide $90,000 each in forgivable loan funds to offset capital investment costs, subject to governing body approval. Loan principal will be forgiven in equal annual installments at the end of each year, provided that the employment and wage commitments set forth in the agreement have been met. Any principal not forgiven will carry forward and any principal remaining at the end of the loan term shall be due and payable at that time. In the event Apex ceases operations in Wichita during the term of the loan, the entire original principal will be immediately due and payable,

plus interest from the start of the loan at 12% annual percentage rate (APR). The company plans to add 108 new jobs to the existing 168 at the 2nd Street facility. The average wages for the new jobs will be $35,363 with the average of all jobs of $49,597 (compared to NAICS of $39,166). The company also pays for 50% of the employees' health insurance and additional benefits.

Job Creation	Year	Jobs
	1	90
	2	18
	3	
	4	
	5	
	Total Jobs	108

Capital Investment

Real Property Improvements	$ 200,000
Machinery & Equipment	$5,700,000
Total Investment	$5,900,000

Financial Considerations: The proposed $90,000 forgivable loan to Apex will be provided from funds budgeted in the Economic Development Fund for economic development incentives.

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

City of Wichita	2.56 to one
General Fund	1.30 to one
Debt Service	NA
Sedgwick County	1.32 to one
USD 259	NA
State of Kansas	NA

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

Recommendations/Actions: It is recommended that the City Council approve the Forgivable Loan Agreement with Apex Engineering International, LLC, place the Home Rule Ordinance approving the agreement on first reading, approve the necessary budget adjustments and authorize the necessary signatures.

Attachments: Forgivable Loan Agreement and Promissory Note
Home Rule Ordinance

FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Loan Agreement and Promissory Note (the "Agreement"), effective this ____ day of _____ 2014, is entered into between the following parties:

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

Borrower: Apex Engineering International, LLC ("Borrower")
1804 W. 2nd St. N.
Wichita, KS 67203
Contact Person/Title: _____
Phone: (316) 977-8142 EMAIL: _____
FEIN: #_____

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

WHEREAS, the Borrower has specified that this funding will be used to purchase, and relocate, machinery and equipment and for real property improvements in Wichita, Sedgwick County, Kansas; and

WHEREAS, the Lender has authorized an expenditure of up to $90,000 for the purpose of making a loan to the Borrower under such terms and conditions as may be prescribed by the Lender.

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

1) **Loan Amount and Terms**: Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of up to **$90,000** for a sixty (60) month period. Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. This loan is not transferable.

2) **Forgiveness of Debt**: The Borrower promises to create and maintain minimum employment levels at the Wichita, Sedgwick County, Kansas facility, starting from a base employment level of **168** full-time positions **($49,597 average salary**), at the end of each of five (5) years as shown in the following schedule:

	Year 1(2015)	**Year 2(2016)**	**Year 3(2017)**	**Year 4(2018)**	**Year 5(2019)**	
New Positions:	90	18	0	0	0	
Base Employment:	168	278	296	296	296	
Total Employment:	**278**	**296**	**296**	**296**	**296**	**296**
Annualized Wages:	**$13,787,966**	**$14,680,712**	**$14,680,712**	**$14,680,712**	**$14,680,712**	

Job figures reflect full-time equivalent (FTE) positions only. One FTE is equal to 2080 hours earned per year, including vacation. Average salary of new positions shall be at least **$**35,363 ($17.00 per hour) per year. The Borrower further agrees to invest a minimum of $5,900,000 in new equipment, machinery and building improvements.

The outstanding principal balance will be divided by the total number of years in the term, and the resulting figure will be the "installment". The first anniversary date for meeting the first year's job creation commitment shall be **January 1, 2016**. On the first anniversary and at each scheduled anniversary date thereafter where the Borrower has achieved the required job and wage commitment, an amount equal to an installment, plus any accrued interest, will be forgiven.

However, in the event the Borrower ceases to operate as **Apex Engineering International, LLC** in Wichita, Sedgwick County, Kansas during the term of this agreement, any principal and interest which has been forgiven will be repaid in accordance with paragraph (16) below.

In the event of a technical default under this section, the Borrower has the right of appeal to Lender, if compelling evidence can be presented demonstrating that the default is the result of dramatic, unforeseen changes in economic or market conditions. In the event of an appeal, the Lender will have the sole discretion to enforce the provisions as set forth in paragraph (16) below.

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

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

5) **Insurance**: The Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at its Wichita, Sedgwick County, Kansas facility. Evidence of such coverage will be provided to the Lender upon request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in this property, and pay the Lender the entire outstanding principal balance and accrued interest. In the event of such loss, the Borrower agrees to repay the Lender as detailed in section 16(A)(ii) below, subject to item (6).

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

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

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

9) **Use of Funds**: The monies from this loan shall be used by the Borrower to pay for new machinery and equipment, relocation of machinery and equipment and facilities upgrades related to **Apex Engineering International, LLC** at the Borrower's worksite at 1804 W. 2nd Street North, Wichita, Sedgwick County, Kansas. Any machinery and equipment obtained, or relocated, using these loan funds will be promptly identified to the Lender, including narrative description and serial number, and will remain in the Wichita, Sedgwick County, Kansas facility for the duration of this agreement. Any facilities upgrades completed using these funds shall be identified, along with the corresponding expense, to the Lender. The Lender or its representative shall be afforded the right of inspection of such machinery, equipment and facilities throughout the term of this agreement.

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

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

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

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

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

full. The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the loan monies.

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

The Borrower will provide to Lender, on an annual basis and for a period of five (5) years after completion of the term, a report for the Borrower's Wichita, Sedgwick County, Kansas facility which lists the number of full-time equivalent employees, the total payroll as defined in item (2) of this Agreement, and a record of capital investment for the most recent report period and accumulated since the beginning of the report periods. Each report will be submitted within 60 days of the anniversary date of this Agreement.

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

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

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

(i) If, on the scheduled anniversary, employment levels are below the minimums specified in item (2) of this Agreement, the following repayment is required within thirty (30) days:

a) the outstanding principal balance will be divided by the number of remaining anniversary dates, to produce the principal amount due, plus

b) interest accrued since the previously scheduled anniversary date.

(ii) If the Borrower ceases to operate in Wichita, Sedgwick County, Kansas during the term of this Agreement, the following repayment is required:

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

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

c) liquidated damages in the form of additional interest calculated at a twelve percent (12%) compounded annual rate (or if lower, the maximum rate allowed by Kansas law) for a 5 year period against the highest outstanding principal amount over the term of the loan.

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

(iv) If the Borrower otherwise defaults in any manner on the obligations set forth in this Agreement, which default continues for 15 days after written notice of such default from Lender to Borrower, the following repayment is required:

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

b) liquidated damages in the form of additional interest calculated at a twelve percent (12%) compounded annual rate (or if lower, the maximum rate allowed by Kansas law) against the principal balance as of the date of default for the period during which it has been outstanding.

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

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

In the event of continued default following a fifteen (15) day written notice of default, the Lender may, at its option, declare all unpaid indebtedness evidenced by this Agreement and any modifications thereof, immediately due and payable, without further notice, regardless of date of maturity. The Lender's failure to exercise this option when available at any point in time shall in no way invalidate its right to exercise the option in future default situations. Should it become necessary to collect the monetary obligations of this Agreement through an attorney, the Borrower

agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

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

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

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

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

21) **Termination of Agreement**: Lender may terminate the loan, in whole or in part, if the Borrower has failed to comply with the conditions of the Agreement. The Borrower will receive written notice and the reasons for termination.

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

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

24) **Assignment**: The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender.

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

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

Borrower:	Apex Engineering International, LLC 1804 W. 2nd Street North Wichita, Ks 67203 Contact Person/Title: _____
City:	City of Wichita City Clerk 455 N. Main, 13th Floor Wichita, KS 67202
With copy to:	City of Wichita Office of Urban Development 455 N. Main, 13th Floor

Wichita, KS 67202

27) **Cash Basis and Budget Laws**. The right of Lender to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Lender shall at all times stay in conformity with such laws, and as a condition of this Agreement Lender reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

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

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

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

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

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

D. If Borrower is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Lender.

E. Borrower shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

29) **Kansas Law.** This agreement shall be construed in accordance with the laws of the State of Kansas.

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

LENDER:

CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

BORROWER:

APEX ENGINEERING INTERNATIONAL, LLC

_____

_____

By:

APPROVED AS TO FORM:

_____

Sharon l. Dickgraffe, Interim City Attorney
And Director of Law

(PUBLISHED IN THE WICHITA EAGLE ON December 12, 2014)

ORDINANCE NO. 49-893

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FORGIVABLE LOAN AGREEMENT AND PROMISSORY NOTE BY AND BETWEEN APEX ENGINEERING INTERNATIONAL, LLC AND THE CITY OF WICHITA, KANSAS.

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

WHEREAS, the Governing Body of the City finds and determines that it is desirable to act in cooperation with Sedgwick County and the State of Kansas in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, by taking action to approve a forgivable loan, conditioned on local job creation and retention, to assist Apex Engineering International, LLC, in expanding its manufacturing and distribution facility located in Wichita, Kansas,

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

Section 1. Findings and Approval of Forgivable Loan. The City's Governing Body hereby finds that providing a forgivable loan in the amount of $90,000, to Apex Engineering International, LLC, will advance economic development in Wichita, Kansas and will serve a public purpose.

Section 2. Authorization of the Forgivable Loan Agreement and Promissory Note. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Forgivable Loan Agreement and Promissory Note presented herewith, by and between Apex Engineering International, LLC, as Borrower and the City of Wichita as Lender for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Forgivable Loan Agreement and Promissory Note, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Wichita, Kansas and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this ____ day of December, 2014.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

[Seal]

APPROVED AS TO FORM:

_____
Sharon L. Dickgraffe, Interim City Attorney
And Director of Law

Agenda Item No. IV-5

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Resolution Setting a Public Hearing for Consideration of a Project Plan (Tax Increment Financing) for the Mosley Avenue Project (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Adopt the resolution setting a public hearing on January 6, 2015 for consideration of a Tax Increment Financing (TIF) project plan for the Mosley Avenue Project.

Background: On December 21, 1999, the City Council adopted an ordinance establishing the boundaries of the Old Town Cinema Redevelopment District. On December 11, 2001, the City Council adopted an ordinance reducing the boundaries of the redevelopment district to the area from Santa Fe to Washington and from Second Street to Third Street. The next step in establishing the legal authority to use tax increment financing is the adoption by the City Council of a redevelopment project plan, within the district, which provides more detailed information on the proposed project and how tax increment financing would be used, and demonstrates how the projected increase in property tax revenue will amortize the costs financed with tax increment financing.

Similar to the process for establishing the TIF district, adoption of the TIF project plan also requires a public hearing to be held by the City Council, following the giving of proper notice, prior to adopting an ordinance that approves the project plan. The City Council action needed to set the public hearing is adoption of the attached resolution.

Analysis: Mosley Investments, LLC, a development group comprised of David Burk and Steve Barrett, has purchased several buildings along Mosley Avenue, from 2nd to 3rd Street. The developer plans to redevelop approximately 62,000 square feet of commercial space as an extension of Old Town. In order to improve access and provide improvements consistent with the overall Old Town district, Mosley and Rock Island Avenues need to be improved from 2nd to 3rd Street. The planned improvements have been identified in the City's Capital Improvement Plan. The improvements are eligible to be funded by TIF revenues from the project area.

TIF Statute allows for a redevelopment district (i.e. Old Town Cinema Redevelopment District) to be divided into multiple project areas (i.e. Old Town Cinema Project and Mosley Avenue Project Areas). A separate project can be developed within each project area and supported by TIF revenue generated within that individual project area. In 2002, the City Council adopted a project plan, Old Town Cinema Project, for redevelopment of the west half of the Old Town Cinema Redevelopment District, the Old Town Cinema Project Area. The existing Old Town Cinema Project and proposed Mosley Avenue Project are independent projects supported by the TIF revenue generated within their specific project areas.

In accordance with state law, a TIF Project Plan has been prepared in consultation with the Wichita-Sedgwick County Metropolitan Area Planning Commission, which has made a finding that the project is

consistent with the Comprehensive Plan for development of the area. In order to adopt a TIF Project Plan, the City Council must first set a public hearing no less than 30 and no more than 70 days from adoption of the resolution setting the hearing. The date of January 6, 2015, at the regular City Council meeting is proposed for the public hearing on the Mosley Avenue Project Plan.

If adopted by the City Council, the attached resolution setting the January 6, 2015 public hearing will be sent to the owners and occupants of all property located within the proposed Mosley Avenue Project Area, by certified mail. The resolution includes a map that shows the boundaries of the redevelopment district (bounded by Santa Fe to Washington and from Second Street to Third Street) and project area, (bounded by Mosley to Rock Island from Second to Third Street). The resolution will also be published in the *Wichita Eagle* and copies will be provided to the Board of County Commissioners and Board of Education and their appropriate staff.

After closing the public hearing on January 6, 2015, the City Council may adopt the TIF Project Plan by ordinance, by two-thirds majority vote. Once adopted, the City will be authorized to use tax increment financing to finance eligible project costs.

Financial Considerations: Mosley and Rock Island improvements are identified projects within the Capital Improvement Plan. The improvements are planned to be financed by City general obligation bonds, which will be repaid from TIF revenue. The feasibility study, included in the attached project plan, indicates that TIF capacity will be sufficient to pay projected bond payments. All costs of reproducing, mailing and publishing the resolution will be paid from the City's Economic Development Fund.

Legal Considerations: The adoption of a TIF project plan requires a public hearing to be held by the City Council, following the giving of proper notice, prior to adopting an ordinance that approves the project plan. A resolution setting the public hearing has been prepared by Bond Counsel and reviewed by the Law Department and approved as to form.

Recommendation/Action: It is recommended that the City Council adopt the resolution setting a public hearing on January 6, 2015, for consideration of the Mosley Avenue Project Plan and authorize the necessary signatures.

Attachment(s): Resolution Considering the Adoption of the Mosley Avenue Project Plan

(Published in ***The Wichita Eagle*** on December 5, 2014)

RESOLUTION NO. 14-337

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS STATING THAT THE CITY IS CONSIDERING A REDEVELOPMENT PROJECT PLAN WITHIN THE BOUNDARIES OF THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 *ET SEQ*.

WHEREAS, by Ordinance No. 44-464, passed December 21, 1999, and published December 24, 1999, the City of Wichita, Kansas (the "City") established a redevelopment district pursuant to K.S.A. 12-1770 *et seq*., as amended, known as the Old Town Cinema Redevelopment District (the "District"), and

WHEREAS, by Ordinance No. 45-157, adopted December 18, 2001, and published December 22, 2001, the City removed certain property and reduced the boundaries of the District pursuant to K.S.A. 12-1771(g); and

WHEREAS, the District Plan for the District provided that redevelopment of the District would be in several project areas within the District as set forth in separate redevelopment plans to be approved by the governing body of the City pursuant to K.S.A. 12-1771; and

WHEREAS, pursuant to Ordinance No. 49-849, passed October 21, 2014, and published October 24, 2014, a non-substantial amendment to Ordinance No. 44-464 and the District Plan was made by attaching a map of the proposed project areas; and

WHEREAS, the City has previously adopted a redevelopment project plan for the Old Town Cinema Project Area within the District; and

WHEREAS, the City has prepared an additional redevelopment project plan for the Mosley Avenue Project Area (the "Project Plan"), is negotiating a redevelopment agreement with respect thereto and is considering adoption of the Project Plan; and

WHEREAS, on October 23, 2014, the Wichita Sedgwick County Metropolitan Area Planning Commission reviewed the proposed Project Plan and has adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City; and

WHEREAS, the City desires to call and conduct a public hearing under the provisions of the Act to consider approval of the Project Plan.

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

Section 1. **Project Plan**. The City of Wichita, Kansas (the "City") is considering the approval of the Mosley Avenue Project Area Project Plan (the "Project Plan") for the redevelopment of the Mosley Avenue Project Area (the "Project Area") within the Old Town Cinema Redevelopment District (the "District"). The proposed Project Plan includes the information required by the Act. The boundaries of the of the District and the proposed Project Area are set forth on ***Exhibit A*** attached hereto and are described as set forth in ***Exhibit B*** attached hereto, the provisions of which are incorporated herein by reference. Notice is hereby given pursuant to the Act that the Project Plan provides that the City may issue full faith and credit

tax increment bonds to finance, in whole or in part, the costs to finance projects described in the proposed Project Plan.

Section 2. Plan Delivery; Public Records. The City Clerk is directed to deliver a copy of the Project Plan to the Board of County Commissioners of Sedgwick County, Kansas and to the Board of Education of Unified School District No. 259. A copy of the Project Plan and a map of the Project Area to be redeveloped are public records and will be on file and available for public inspection during regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas.

Section 3. **Public Hearing; Approval**. Notice is hereby given that the City Council of the City will conduct a public hearing to consider the approval of the Project Plan on December 9, 2014, at 9:00 a.m., or as soon thereafter as the matter can be heard, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas. At the public hearing, the City Council will receive public comment on the Project Plan, and may, after the conclusion of such public hearing, consider the passage of an ordinance that makes findings necessary pursuant to the Act for approval of the Project Plan.

Section 4. **Notice of Public Hearing**. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

(a) a copy of this Resolution shall be mailed by United States certified mail, return receipt requested, within 10 days of this date to: (i) the Board of County Commissioners of Sedgwick County, Kansas; (ii) the Board of Education of U.S.D. No. 259; and (iii) each owner and occupant of land within the proposed Project Area.

(b) a copy of this resolution, specifically including ***Exhibits A and B*** attached hereto, shall be published once in the official newspaper of the City not less than one week nor more than two weeks preceding the date of the public hearing.

Section 5. **Further Authority**. The Mayor, City Manager, City Clerk and the other officers and representatives of the City, including the City's bond counsel, are hereby authorized and directed to take such other action as may be necessary, appropriate or desirable to accomplish the purposes of this resolution.

Section 6. **Effective Date** This Resolution shall be in full force and effect from and after its adoption by the City Council.

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ADOPTED by the City Council of the City of Wichita, Kansas, on December 2, 2014.

(SEAL)

_____
Carl Brewer, Mayor

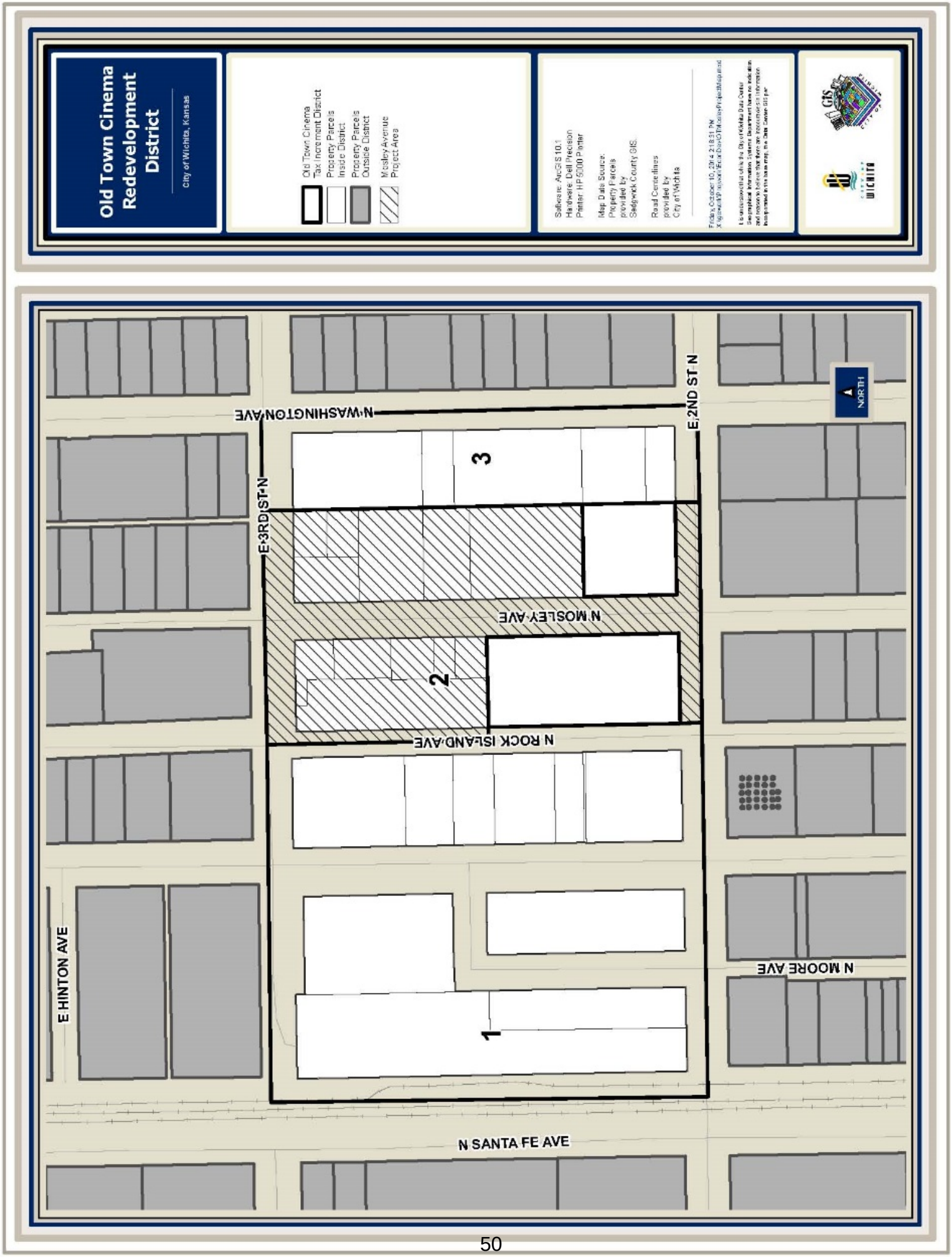
ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

Exhibit A


Old Town Cinema Redevelopment District
City of Wichita, Kansas
Old Town Cinema Tax Increment District
Property Parcels Inside District
Property Parcels Outside District
Mosley Avenue Project Area
Software: ArcGIS 10.1
Hardware: Dell Precision
Printer: HP 5000 Plotter
Map Data Source:
Property Parcels provided by Sedgwick County GIS.
Road Centerlines provided by City of Wichita
N WASHINGTON AVE
E 2ND ST N
E 3RD ST N
N MOSLEY AVE
N ROCK ISLAND AVE
N MOORE AVE
E HINTON AVE
N SANTA FE AVE
1
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NORTH

Exhibit B

Legal Description of the Mosley Avenue Project Area

Within the City of Wichita, Sedgwick County, Kansas beginning at the intersection of East 3rd Street North and North Rock Island Avenue; thence south along the center line of North Rock Island Avenue a distance of 340 feet more or less; thence east to the east right-of-way line of North Rock Island Avenue; thence south along the east right-of-way line of North Rock Island Avenue to the center line of East 2nd Street North; thence east along the center line of East 2nd Street North a distance of 345 feet more or less to a point perpendicular with the center line of the vacated alley in Block B, H.L. and Annie M. Taylors Addition; thence north to the north right-of-way line East 2nd Street North; thence north along the center line of the vacated alley in Block B, H.L. and Annie M. Taylors Addition to the center line of East 3rd Street North; thence west along the center line of East 3rd Street North to the intersection of East 3rd Street North and North Rock Island Avenue, being the point of beginning; EXCEPT Lots 19, 20, 21, 22, 23, and 24, Block A, H.L. and Annie M. Taylors Addition and the surplus adjacent on the east, excluding the west 10 feet thereof; and EXCEPT Lots 1, 2, and 3, excluding the north 0.73 feet of Lot 3, H.L. and Annie M. Taylors Addition and the west half of the vacated alley in Block B, H.L. and Annie M. Taylors Addition adjacent thereto.

City of Wichita

Old Town Cinema Redevelopment District

Mosley Avenue
Project Plan

October 23, 2014

Prepared by City of Wichita
Office of Urban Development

I N D E X

1. Comprehensive Financial Feasibility Study

2. Redevelopment District Plan

3. Map and Legal Description of Property to be Redeveloped

4. Relocation Assistance Plan

5. Description of Proposed Redevelopment Project

6. City Council Ordinances and Resolutions

7. Metropolitan Area Planning Commission Resolution

Comprehensive Financial Feasibility Study

Comprehensive Financing Feasibility Study for the

Mosley Avenue Project

within the

Old Town Cinema Redevelopment District

City of Wichita, Kansas

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PROJECT DESCRIPTION …….	3
PROJECTED REVENUE (BENEFITS) …….	4-5
PROJECTED EXPENDITURES (COSTS) ……	5
CONCLUSIONS …….	5

Map of the Redevelopment District and Project Area……EXHIBIT I
Assumptions Report ……...EXHIBIT II
Projected Tax Increment Report ……EXHIBIT III
Projected Bond Cash Flow Report …….EXHIBIT IV

Overview

Sections 12-1770 through 12-1780g of the Kansas Statutes ("the Act") provide a means for cities to finance all or a portion of public infrastructure and redevelopment costs with incremental real estate and sales taxes. The purpose of the Act is to "promote, stimulate and develop the general and economic welfare of the State of Kansas and its communities, and to assist in the development and redevelopment of blighted areas and deteriorating areas which are not yet blighted, but may be so in the future, located within cities…".

A city may exercise the powers conferred under the Act provided that the governing body of the city has adopted a resolution finding that the specific area sought to be developed or redeveloped is a blighted area, a conservation area or was designated an enterprise zone prior to July 1, 1992. In addition, the city must find that the conservation, development or redevelopment of such an area is necessary to promote the general and economic welfare of the city.

One or more redevelopment projects may be undertaken within a Redevelopment District created pursuant to the Act ("District"). Kansas Statutes require projects to be completed within 20 years from transmittal of the redevelopment project plan pursuant to K.S.A. 12-1776, with the exception of environmental investigation and remediation projects which must be completed within 20 years from the date the City enters into a consent decree with the Kansas Department of Health and Environment or the U.S. Environmental Protection Agency, unless the County and School District have expressly consented to a 10-year extension of the term.

For each redevelopment project undertaken within the District, a redevelopment project plan ("the Project Plan") must be prepared in consultation with the City Planning Commission. The Project Plan must include the following:

1. A summary or copy of the Comprehensive Financial Feasibility Study.

2. A reference to the statutorily required district plan for the District.

3. A description and map of the area to be redeveloped ("the Project").

4. The Relocation Assistance Plan (if applicable).

5. A detailed description of all buildings and facilities proposed to be constructed or improved.

6. Any other information the City deems necessary to advise the general public of the intent of the Project Plan.

The Comprehensive Financial Feasibility Study (this document) must show that the benefits derived from the specified redevelopment project will exceed the costs, and that the income therefrom will be sufficient to pay for the applicable project costs. Benefits are determined to be the aggregate revenues of the redevelopment project including increment income, assessment income, interest income, private party contributions and any other available funding sources. Costs are determined to be the total of eligible project expenditures as defined by K.S.A. 12-1770a, including the payment of principal and interest of debt used to finance the redevelopment project.

Pursuant to all the provisions of the Act, the City of Wichita has, by Ordinance No. 44-464 dated December 21, 1999, found a portion of the City to be an area of slum and blight and that redevelopment of the area is necessary to promote the general and economic welfare of the City. With Ordinance No. 44-464, the City also established and designated such area as the Old Town Cinema Redevelopment District ("the District"). The District boundaries are shown in Exhibit I. Ordinance No. 44-464 also includes the statutorily required district plan for the redevelopment of the District.

The City is currently considering the adoption of a Project Plan for the proposed Mosley Avenue Project ("the Project") within the Old Town Cinema Redevelopment District. Adoption of the Project Plan is being considered to finance eligible redevelopment costs associated with the redevelopment of the block from Rock Island to Mosley Avenue and from Second Street to Third Street (the "Project Area"). Specifically, the City will provide public amenities, including reconstruction of Mosley from 2nd Street to 3rd Street and Rock Island for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking in the Project Area as its contribution to the development. The development consists of redevelopment of the former warehouse buildings along both sides of Mosley Street between 2nd Street and 3rd Street.

The City's 2011-2020 adopted Capital Improvement Program identifies the public infrastructure improvements for construction and financing. The City will provide public funding, including tax increment financing and general obligation bond financing to finance the costs of paving Rock Island and Mosley Avenues, including streetscaping.

General Description of Tax Increment

Property tax increment financing involves the creation of an increment (increase over a base value) in the real estate taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, the total assessed value of all taxable real estate within the district for that year is determined. This valuation is referred to as the district's "Original Assessed Value." Property taxes attributable to the district's Original Assessed Value are annually collected and distributed by the county treasurer to the appropriate city, county, school district and all other applicable taxing jurisdictions in the same manner as other property taxes.

As new development occurs within the redevelopment district, the total assessed value of the district, in any given year, will normally exceed its Original Assessed Value. Property taxes generated by applying the sum of the property tax rates of all applicable taxing jurisdictions to the incremental increase in assessed value (over and above the Original Assessed Valuation) is referred to as the "property tax increment". All property tax increment is collected by the County and distributed to the City to be deposited in a special tax increment fund.

Sales tax increment financing involves the creation of an increment (increase over a base value) in the local sales taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, a base value of local sales tax collections within the district is determined. As new commercial development occurs within the redevelopment district, sales tax collections are expected to increase above the base value. Pursuant to city law governing the use of local sales tax revenue, the City does not intend to collect incremental sales tax revenues as "sales tax increment".

Tax increment funds may only be used to pay for certain statutorily-defined eligible project costs, including principal and interest on debt issued, in whole or in part, to finance eligible project costs within the redevelopment district. Such debt includes notes, special obligation bonds, full faith and credit tax increment bonds, and other debt instruments. The City intends to issue its full faith and credit tax increment bonds to finance Mosley Avenue Project costs that are eligible for tax increment financing, including infrastructure improvements, streetscaping and pedestrian improvements.

Project Description

The Mosley Avenue Project consists of the redevelopment of three buildings along Mosley Street between 2nd Street and 3rd Street that contain a total of approximately 62,000 square feet with commercial uses as an extension of Old Town. Improvements to be financed by tax increment financing include reconstruction of Mosley from 2nd Street to 3rd Street and Rock Island for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in Old Town.

Projected Revenues (Benefits)
Captured Assessed Value

It is the City's intention to use the property tax increment generated by the District to pay the debt service on general obligation bonds issued by the City to finance its contribution to the Project. The property tax increment is based on the District's increase in assessed value over its Original Assessed Value. This increase in value is expected to be recorded beginning in January of 2015 through January of 2019 (project completion in 2018) and is referred to as the Captured Assessed Value.

The Total Assessed Value for the Project Area as of January 1, 2019 is estimated to be $928,937. The Original Assessed Value of the Project Area, as assessed in January 2014 for taxes payable in 2014-2015, is $272,245, according to data provided by the City of Wichita Geographic Information Service. Therefore, the Captured Assessed Value of the Project Area as of January 1, 2019 is $656,692.

For the purpose of this analysis, it is assumed that the Total Assessed Value of the District will increase during the life of the project period at the annual inflation rate of 2%.

Property Tax Rates

In order to determine the amount of tax increment generated by the District in any given year, the Captured Assessed Value of the District must be multiplied by the sum of the tax rates for all *applicable* taxing jurisdictions for that year. For taxes levied in 2013 and payable in 2014, the applicable rate is 99.101 mills as shown below. The State of Kansas rate of 1.5 mills is not applicable to TIF and has been omitted from the following total:

Jurisdiction	Mill Rate (2013)
City of Wichita	32.509
Sedgwick County	29.377
USD No. 259	37.215
TIF-Applicable Mill Rate	99.101

Projected Property Tax Increment and Other Project Revenue

The projected property tax increment generated by the District is shown in column 8 of Exhibit III. Such projections are based on captured assessed values derived from captured assessed valuations and tax rates as previously discussed. It is assumed that Project construction will begin in 2015 and be completed before the end of 2018, and therefore achieve full valuation by January 1, 2019. It is estimated that in 2018 the property tax increment will be $65,079. Excess TIF revenue generated by the Old Town Cinema Project, within the Old Town Cinema Redevelopment District, will contribute to the Mosley Avenue debt service until such time as the Old Town Cinema Project Plan ends.

All tax increment shall be allocated and paid by the Sedgwick County Treasurer to the City Treasurer in the same manner and at the same time as normal property taxes. All such incremental taxes must be deposited in a special fund of the City for the payment of eligible redevelopment costs.

Projected Expenditures (Costs)

A projected budget for the eligible project costs in the Project Area is listed below.

Sources	
Par Amount of Bonds	$1,550,000.00
Uses	
Infrastructure and Parking	1,500,000.00
Financing and Other Costs	50,000.00
	$1,550,000.00

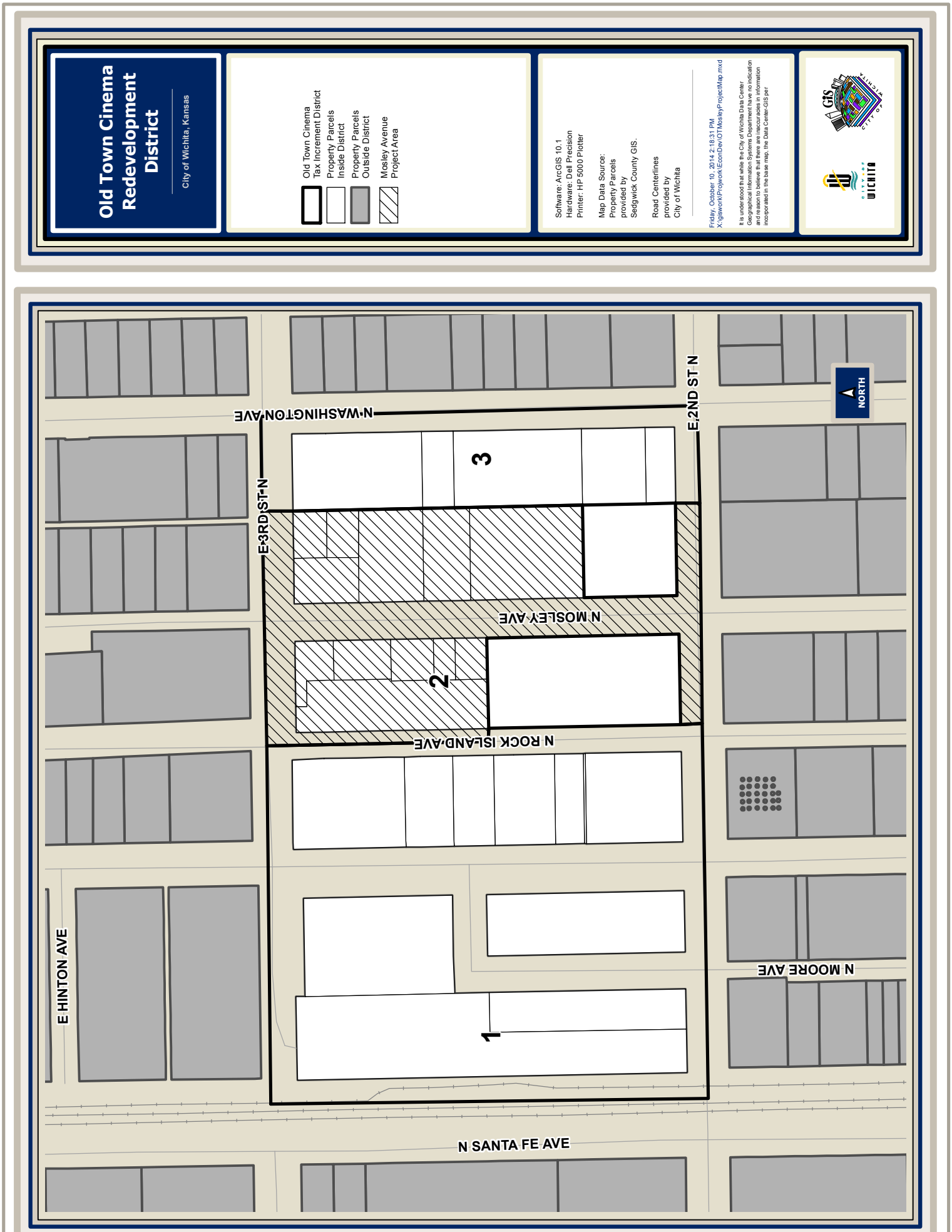
It is anticipated that all eligible project costs will be financed with general obligation (full faith and credit) tax increment financing bonds issued by the City. Exhibit IV illustrates a $1,550,000 taxable general obligation tax increment bond issue sold in 2018.

Conclusions

Kansas Statutes require that the Comprehensive Financial Feasibility Study must demonstrate that the benefits derived from the Project will exceed the costs, and that the income therefrom will be sufficient to pay for all eligible project costs. As previously discussed, Exhibit III illustrates the projections of tax increment through the year 2035. Projected net tax increment revenue is available to pay debt service on outstanding general obligation bonds issued to finance eligible project costs.

Exhibit IV (Projected Bond Cash Flow Report) illustrates that projected tax increment from the District will be sufficient to pay for all eligible project costs including the projected debt service on general obligation bonds issued to finance such costs. As such, this report demonstrates that the revenues (benefits) of the District and Project Area exceed the expenditures (costs).

EXHIBIT I



Old Town Cinema Redevelopment District
City of Wichita, Kansas
Old Town Cinema Tax Increment District
Property Parcels Inside District
Property Parcels Outside District
Mosley Avenue Project Area
Software: ArcGIS 10.1
Hardware: Dell Precision
Printer: HP 5000 Plotter
Map Data Source:
Property Parcels provided by Sedgwick County GIS.
Road Centerlines provided by City of Wichita
Friday, October 10, 2014 2:18:31 PM
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It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS per
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Assumptions Report

City of Wichita, Kansas
Old Town Cinema Redevelopment District
Mosley Avenue Project

Description of Project Area	See Map (Exhibit A)
Original Appraised Value (1/1/14)	$1,088,980
Original Assessed Value (1/1/14)	272,245
2019 Appraised Value (1/1/19)	$3,715,746
2019 Assessed Value (1/1/19)	$ 928,837

2013 Mill Rates (2014 Pay)	Total	TIF Applicable
City of Wichita	32.509	32.509
Sedgwick County	29.377	29.377
USD No. 259	57.215	37.215
State of Kansas	1.500	NA
Total	120.601	99.101

Property Value Inflation Rate	2%

Projected Tax Increment Report

City of Wichita, Kansas
Old Town Cinema Redevelopment District
Mosley Avenue Project

Levy & Appraised Year (1)	Year Taxes Distributed (2)	Total Assessed Value (3)	Original Assessed Value (4)	Captured Assessed Value (6)	Mill Rate (7)	Tax Increment Collected (a) (8)
2015	2016	$ 283,733	272,245	11,488	99.101	1,139
2016	2017	$ 394,074	272,245	121,829	99.101	12,073
2017	2018	$ 577,307	272,245	305,062	99.101	30,232
2018	2019	$ 928,937	272,245	656,692	99.101	65,079
2019	2020	$ 5,590,801	480,633	5,110,168	99.101	506,423
2020	2021	$ 5,702,617	480,633	5,221,984	99.101	517,504
2021	2022	$ 5,816,669	480,633	5,336,036	99.101	528,806
2022	2023	$ 1,005,511	272,245	733,266	99.101	72,667
2023	2024	$ 1,025,621	272,245	753,376	99.101	74,660
2024	2025	$ 1,046,133	272,245	773,888	99.101	76,693
2025	2026	$ 1,067,056	272,245	794,811	99.101	78,767
2026	2027	$ 1,088,397	272,245	816,152	99.101	80,881
2027	2028	$ 1,110,165	272,245	837,920	99.101	83,039
2028	2029	$ 1,132,368	272,245	860,123	99.101	85,239
2029	2030	$ 1,155,016	272,245	882,771	99.101	87,483
2030	2031	$ 1,178,116	272,245	905,871	99.101	89,773
2031	2032	$ 1,201,678	272,245	929,433	99.101	92,108
2032	2033	$ 1,225,712	272,245	953,467	99.101	94,490
2033	2034	$ 1,250,226	272,245	977,981	99.101	96,919

EXHIBIT III

Projected Bond Cash Flow Report

City of Wichita, Kansas
Old Town Cinema Redevelopment District
Mosley Avenue Project

Annual Period Ending (1)	Principal (2)	G.O. Interest Rate (3)	Interest (4)	P&I (5)	Net Tax Increment (7)	Annual Balance (8)	Cumulative Balance (9)
9/1/2016		3.50%	-	-	1,139	1,139	1,139
9/1/2017	-	3.50%	-	-	12,073	12,073	13,212
9/1/2018	10,000	3.50%	27,125	37,125	30,232	(6,893)	6,319
9/1/2019	15,000	3.50%	53,900	68,900	65,079	(3,821)	2,498
9/1/2020	315,000	3.50%	53,375	368,375	506,423	138,048	140,545
9/1/2021	325,000	3.50%	42,350	367,350	517,504	150,154	290,699
9/1/2022	335,000	3.50%	30,975	365,975	528,806	162,831	453,531
9/1/2023	30,000	3.50%	19,250	49,250	72,667	23,417	476,948
9/1/2024	30,000	3.50%	18,200	48,200	74,660	26,460	503,408
9/1/2025	35,000	3.50%	17,150	52,150	76,693	24,543	527,951
9/1/2026	40,000	3.50%	15,925	55,925	78,767	22,842	550,793
9/1/2027	40,000	3.50%	14,525	54,525	80,881	26,356	577,149
9/1/2028	45,000	3.50%	13,125	58,125	83,039	24,914	602,063
9/1/2029	45,000	3.50%	11,550	56,550	85,239	28,689	630,752
9/1/2030	50,000	3.50%	9,975	59,975	87,483	27,508	658,261
9/1/2031	55,000	3.50%	8,225	63,225	89,773	26,548	684,808
9/1/2032	55,000	3.50%	6,300	61,300	92,108	30,808	715,616
9/1/2033	60,000	3.50%	4,375	64,375	94,490	30,115	745,731
9/1/2034	65,000	3.50%	2,275	67,275	96,919	29,644	775,375
	1,550,000		348,600	1,898,600	2,673,975	775,375	

District Plan

REVISED DISTRICT PLAN FOR THE REDEVELOPMENT OF THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1771(a). The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describe in a general manner the buildings and facilities to be constructed, reconstructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes are paid to the City to fund projects in the redevelopment district, and the remaining portion is paid to all taxing jurisdictions. The portion of property taxes paid to the City in this way is determined increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the area. When the aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district may be funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," are distributed to all taxing jurisdictions just as they were prior to redevelopment. This condition continues until all eligible project costs are funded, or for the 20-year duration of the established district, as defined by statute, whichever is shorter.

SECTION 3: BUILDINGS AND FACILITIES

The proposed redevelopment district is within the city limits of Wichita, Kansas immediately north of the Old Town Redevelopment District. The district is bounded on the north by Third Street North, on the east by Washington, on the south by Second Street North, and on the west by Santa Fe Avenue.

Most of the structures in the district were built in the early 1900's. A majority of these structures are being used as warehouses, but there are a few retail businesses along the main streets (Second Street and Washington). Curbs, gutters, streets and street lighting are well below average. Some of the streets appear to have designed as alleys to provide access to loading docks behind warehouses. Streets are a mixture of brick concrete and asphalt. Curbs and gutters are intermittent throughout the district.

The condition of the area is typical of that of a seventy to ninety year old industrial section. Minimal upkeep has been provided for the infrastructure, and the structures have slowly deteriorated with time. With warehousing being the primary business in the area, major improvements to buildings, streets, etc., have not been a priority.

SECTION 4: REDEVELOPMENT

The first phase for redevelopment, the Old Town Cineman Redevelopment Project, has been completed. The project consists of a multi-screen cinema complex, a two-story mixed–use park/retail facility, two commercial retail buildings, and a public plaza area. The project is located in the western half of the redevelopment district. The use of tax increment financing was limited to public infrastructure

improvements, such as property acquisition, streetscape, public parking, utility extensions and public art.

Current plans for the next phases of redevelopment in the area include the Mosley Avenue and Washington Avenue Corridor projects. Mosely Avene will include a mixed-use commercial project as well as public infrastructure improvements to Rock Island and Mosley Avenues. It is anticipated that improvements within the Washington Corridor project will include more extensive public infrastrucure improvements to support a mixed use redevelopment, including demolotion and new construction, project along the corridor.

SECTION 5: SUMMARY

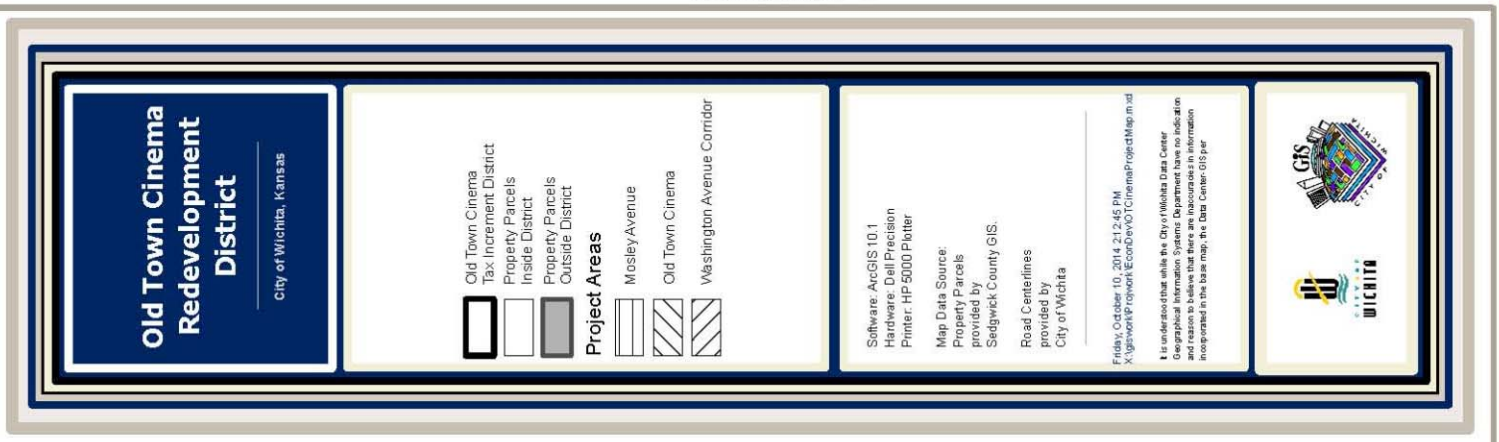
Per statute, the above-mentioned redevelopment projects will be presented to the Governing Body in segments through the adoption of separate Redevelopment Plans. Each Plan will identify specific project areas located within the established redevelopment district and will include detailed descriptions of the projects as well as a financial feasibility study that shows the economic benefits out-weigh the costs. Project Plans must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following proper notification of property owners and occupants, before they can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on redevelopment projects. ***A map generally describing the various project areas is attached hereto as Schedule 1.***

SCHEDULE I

MAP GENERALLY DEPICTING PROJECT AREAS

[ON FOLLOWING PAGE]

Schedule 1


Old Town Cinema Redevelopment District
City of Wichita, Kansas
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Property Parcels Inside District
Property Parcels Outside District
Project Areas
Mosley Avenue
Old Town Cinema
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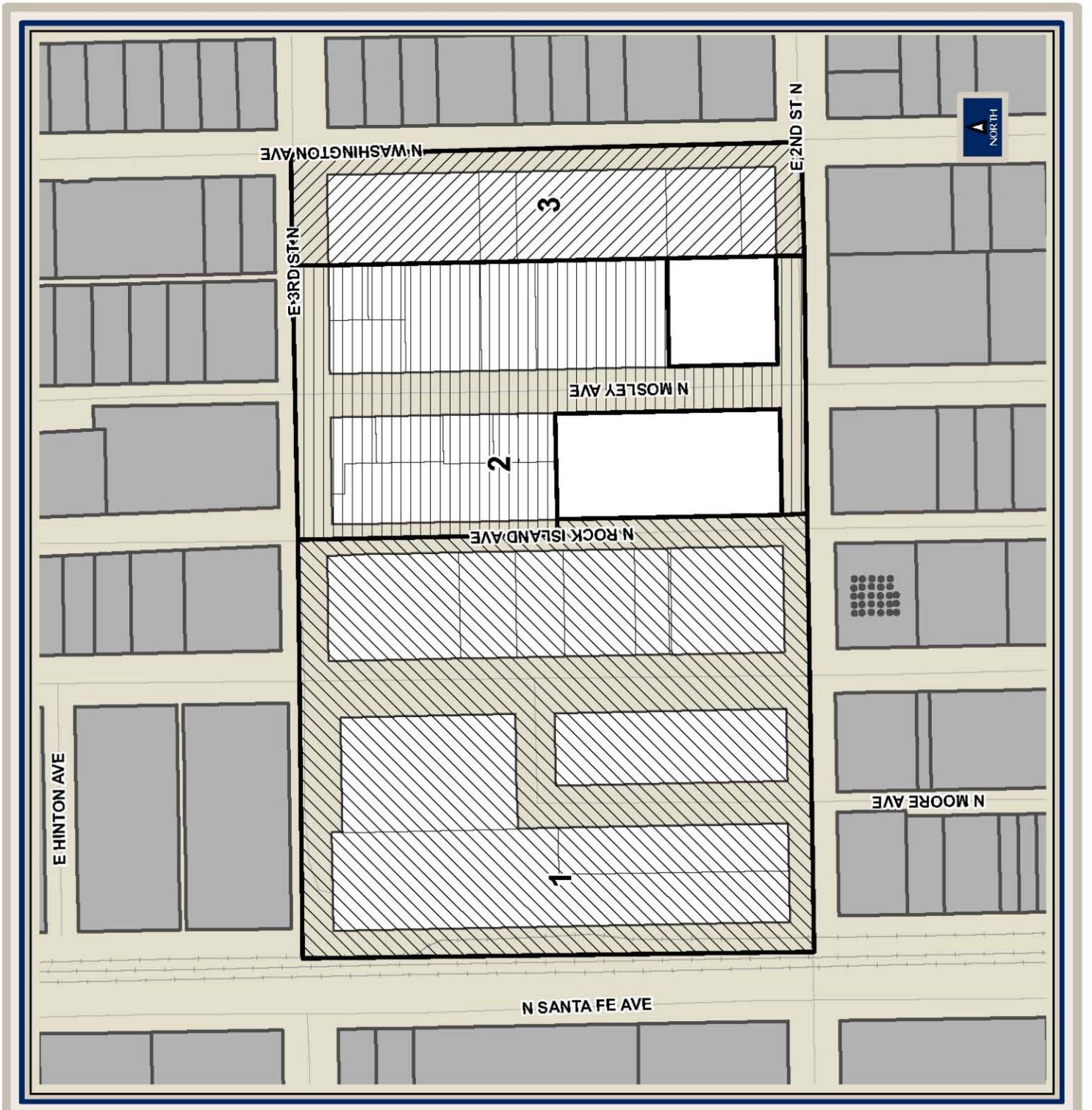
Property Parcels provided by Sedgwick County GIS.
Road Centerlines provided by City of Wichita
Friday, October 10, 2014 2:12:45 PM
X:\gis\work\Projwork\EconDev\OTCinemaProjectMap.mxd
It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center GIS per
GIS
WICHITA


N WASHINGTON AVE
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NORTH
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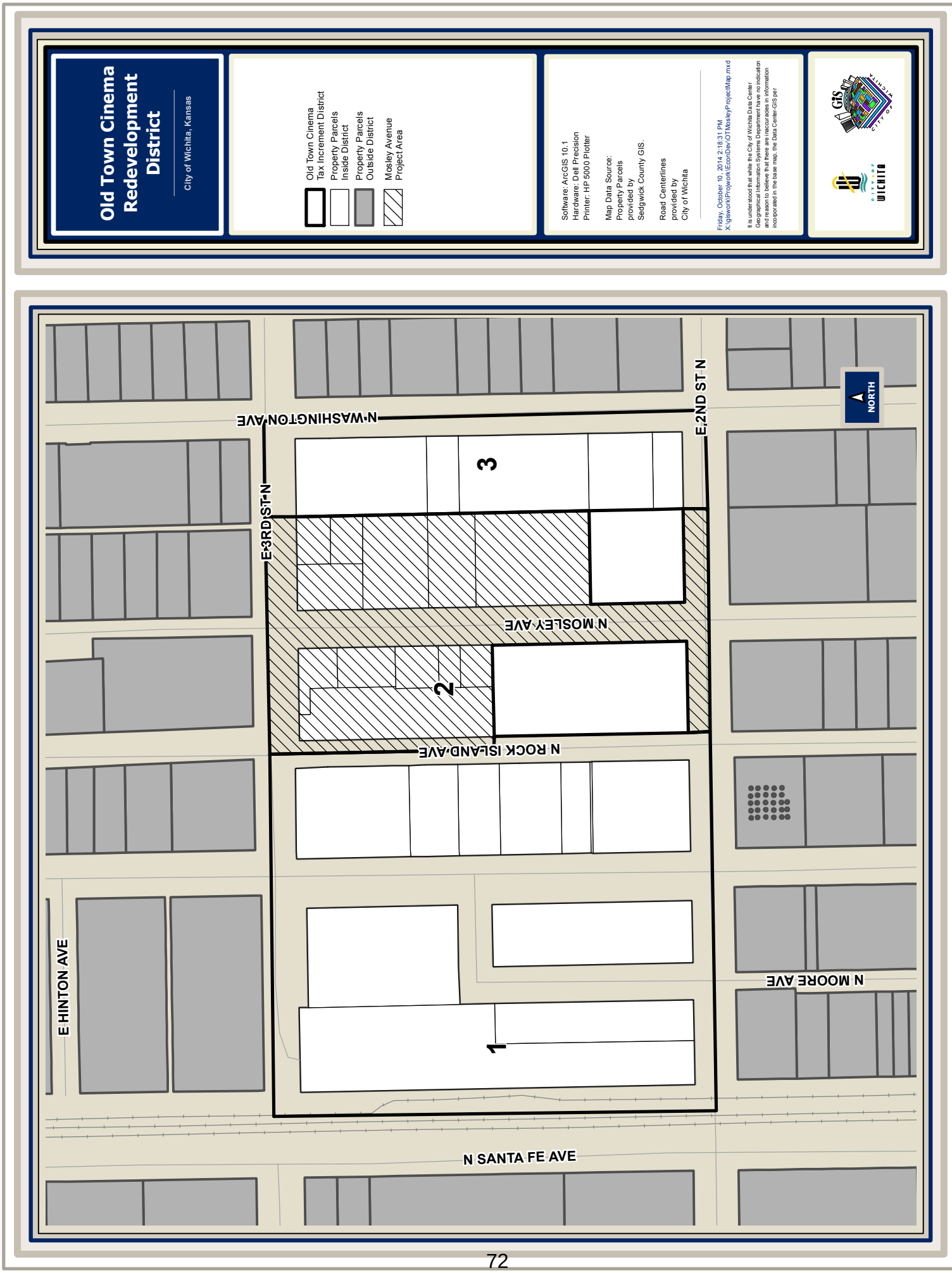
2
3

Map and Legal Description of Property to be Redeveloped

Schedule 1


Old Town Cinema Redevelopment District
City of Wichita, Kansas
Old Town Cinema Tax Increment District
Property Parcels Inside District
Property Parcels Outside District
Mosley Avenue Project Area
Software: ArcGIS 10.1
Hardware: Dell Precision
Printer: HP 5000 Plotter
Map Data Source:
Property Parcels
provided by
Sedgwick County GIS.
Road Centerlines
provided by
City of Wichita
Friday, October 10, 2014 2:18:31 PM
X:\giswork\Projwork\EconDev\OTMosleyProjectMap.mxd
It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS per
NORTH
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N ROCK ISLAND AVE
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N SANTA FE AVE
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2
3

BOUNDARY DESCRIPTION OF THE
OLD TOWN CINEMA REDEVELOPMENT DISTRICT AND THE
MOSLEY AVENUE PROJECT AREA

Redevelopment District

Within the City of Wichita, Sedgwick County Kansas, beginning at the intersection of East 3rd Street North and North Washington Avenue, thence south along the center line of North Washington Avenue to the intersection of North Washington Avenue and East 2nd Street North, thence west along the center line of East 2nd Street North to the intersection of East 2nd Street North and North Santa Fe Avenue, thence north along the center line of North Santa Fe Avenue to the intersection of North Santa Fe Avenue and East 3rd Street North, thence east along the center line of East 3rd Street North to the intersection of East 3rd Street North and North Washington Avenue, being the point of beginning.

Project Area

Within the City of Wichita, Sedgwick County, Kansas beginning at the intersection of East 3rd Street North and North Rock Island Avenue; thence south along the center line of North Rock Island Avenue a distance of 340 feet more or less; thence east to the east right-of-way line of North Rock Island Avenue; thence south along the east right-of-way line of North Rock Island Avenue to the center line of East 2nd Street North; thence east along the center line of East 2nd Street North a distance of 345 feet more or less to a point perpendicular with the center line of the vacated alley in Block B, H.L. and Annie M. Taylors Addition; thence north to the north right-of-way line East 2nd Street North; thence north along the center line of the vacated alley in Block B, H.L. and Annie M. Taylors Addition to the center line of East 3rd Street North; thence west along the center line of East 3rd Street North to the intersection of East 3rd Street North and North Rock Island Avenue, being the point of beginning; EXCEPT Lots 19, 20, 21, 22, 23, and 24, Block A, H.L. and Annie M. Taylors Addition and the surplus adjacent on the east, excluding the west 10 feet thereof; and EXCEPT Lots 1, 2, and 3, excluding the north 0.73 feet of Lot 3, H.L. and Annie M. Taylors Addition and the west half of the vacated alley in Block B, H.L. and Annie M. Taylors Addition adjacent thereto.

Relocation Assistance Plan

RELOCATION ASSISTANCE PLAN

(K.S.A. 12-1777)

Assistance for the relocation of persons, families or businesses from property acquired by the City of Wichita in conjunction with the Old Town Cinema Redevelopment Project is not required. No persons or families residing in the Old Town Cinema Redevelopment District will be displaced as a result of the proposed redevelopment project. All businesses displaced by the Project have been relocated as part of the compensation paid to the businesses as part of the acquisition of real property.

Description of Mosley Avenue Project

Old Town Cinema Redevelopment District

DESCRIPTION OF PROPOSED MOSLEY AVENUE PROJECT

The Mosley Avenue Project consists of redevelopment of the former warehouse buildings along both sides of Mosley Avenue between 2nd Street and 3rd Street referred to as the "Project Area" (see attached district map). The property is currently owned by Mosley Investments LLC and is located within the Old Town Cinema Redevelopment District.

Mosley Avenue Redevelopment

Mosley Investments LLC will redevelop three buildings along Mosley Avenue between 2nd Street and 3rd Street that contain a total of approximately 62,000 square feet with commercial uses as an extension of Old Town. The redevelopment project includes reconstruction of Mosley from 2nd Street to 3rd Street and Rock Island for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in Old Town. A site plan and project renderings of the proposed development are attached as Exhibit A. Construction is anticipated to begin in the summer of 2015 and be completed the summer of 2016.

Infrastructure Improvements

Mosley from 2nd Street to 3rd Street and Rock Island for one-half block south of 3rd Street will be reconstructed as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in Old Town. Ornamental lighting, landscaping, benches, trash cans, bicycle racks, brick streets and sidewalks will be constructed. Approximately 33 on-street parking stalls will be provided along with a loading area near the Marriott Courtyard. The parking and loading areas will be concrete. Brick sidewalks approximately nine feet wide will be constructed each side of the street. Drainage will be sloped to the center of the street and collected by grated inlets in the center of the street.

USE OF TAX INCREMENT FINANCING

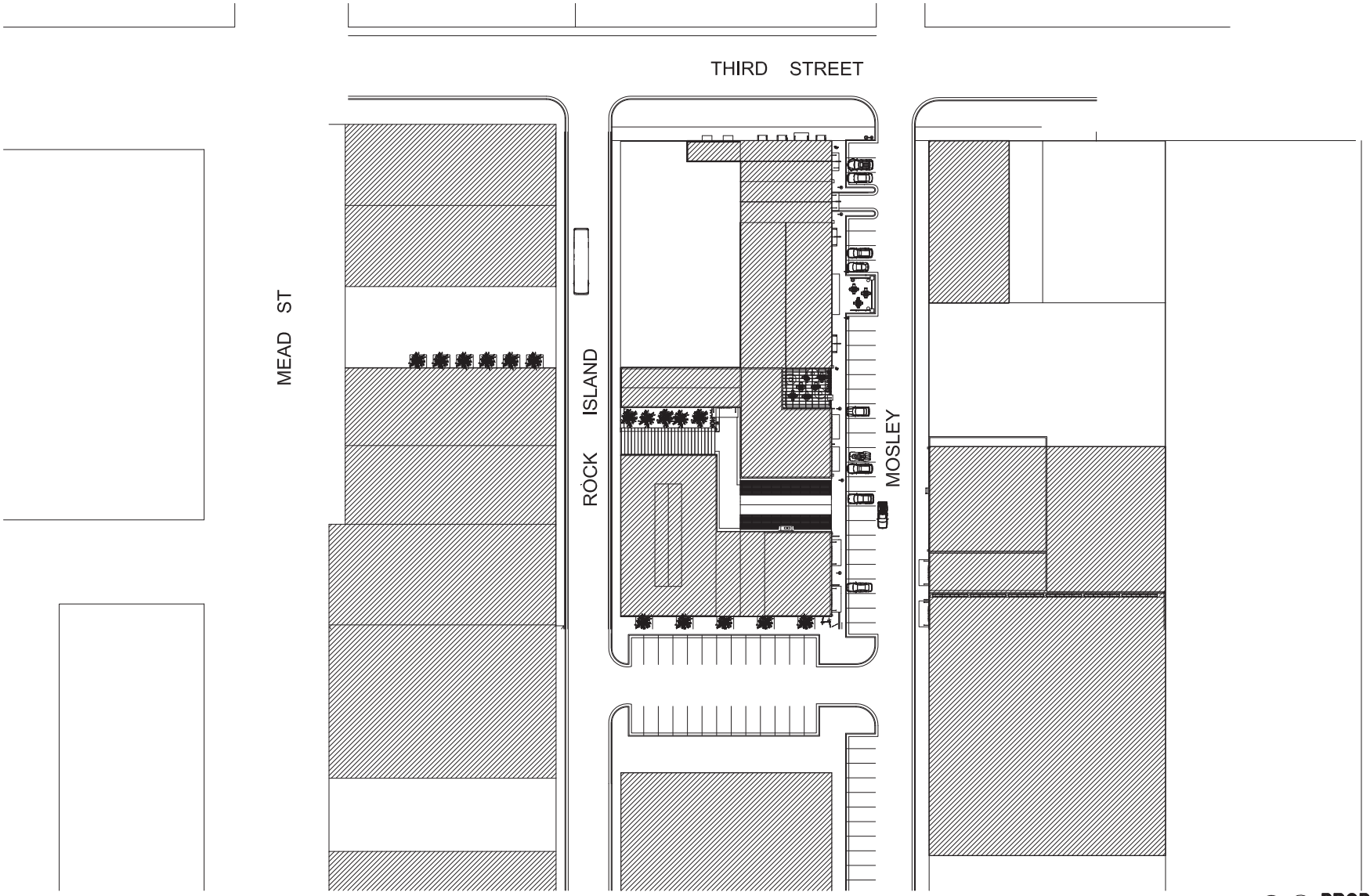
Upon adoption of this project plan, the City will have established its authority under state law (K.S.A. 12-1770 *et seq*.) to issue general obligation bonds to finance TIF-eligible improvements, which bonds will be repaid from the incremental increase in property taxes resulting from the redevelopment of the Project Area. The TIF-funded improvements consist of the following:

- **Public improvements** – The City will undertake the construction of the infrastructure improvements listed above, at an estimated cost of $1,500,000.
- **Financing and Other costs** - $50,000
- **Total TIF**-funded costs -- $1,550,000.

EXHIBIT A

SITE PLAN AND PROJECT RENDERINGS

[ON FOLLOWING PAGE]



1 PROPOSED SITE PLAN

1"=30'
0 30'

PROPOSED SITE

SPANGENBERG PHILLIPS TICE
ARCHITECTURE
121 N Mead Ste 201 Wichita KS 67202
T 316.267.4002 F 316.267.1509
www.sptarchitecture.com

MOSLEY DISTRICT AT OLD TOWN
WICHITA, KS

AS1

SPANGENBERG PHILLIPS TICE
ARCHITECTURE
121 N. MEAD, SUITE 201, Wichita, KS 67202
TEL: 316-267-4002 FAX: 316-267-1509

MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013

SPT
SPANGENBERG PHILLIPS TICE
ARCHITECTURE
121 N. MEAD, SUITE 201, Wichita, KS 67202
TEL: 316-267-4002 FAX: 316-267-1509

MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013

SPT
SPANGENBERG PHILLIPS TICE
ARCHITECTURE
121 N. MEAD, SUITE 201, Wichita, KS 67202
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MOSLEY DISTRICT AT OLD TOWN

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MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013

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121 N. MEAD, SUITE 201, Wichita, KS 67202
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MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013

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121 N. MEAD, SUITE 201, Wichita, KS 67202
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MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013

SPANGENBERG PHILLIPS TICE
ARCHITECTURE
121 N. MEAD, SUITE 201, Wichita, KS 67202
TEL: 316-267-4002 FAX: 316-267-1509

MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013

City Council Ordinances and Resolutions

Metropolitan Area Planning Commission Resolution

Agenda Item No. IV-6

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Improvements to the Intersection of 37th Street North and Hillside (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the design concept.

Background: On March 15, 2013, the City Council approved a development agreement between the City of Wichita and Koch Industries for the relocation of 37th Street North. Construction of the project to relocate 37th Street North was completed in October 2013. In addition to the relocation of 37th Street North, the City agreed to include a project in the Capital Improvement Program (CIP) to make improvements to the intersection of 37th Street North and Hillside.

On July 15, 2014, the City Council approved an agreement with Professional Engineering Consultants to design improvements to the intersection of 37th Street North and Hillside. On October 6, 2014, the District I Advisory Board sponsored a neighborhood hearing on the project. The Board voted unanimously to recommend approval of the project.

Analysis: Per the agreement with Koch, the intersection improvements are to include dual southbound left turn lanes and a dedicated northbound right turn lane. The City is to initiate construction of these improvements as soon as practicable, but in no event longer than 12 months after the traffic reaches a Level of Service (LOS) D for any one-hour period. LOS D represents an average delay of 35 to 55 seconds per vehicle. It is anticipated the intersection will reach this LOS when Koch's new building is occupied summer 2015.

Improvements include construction of dual southbound left turn lanes, upgrading the traffic signals to accommodate the dual left turn lanes, pedestrian signal improvements, construction of sidewalk south of 37th on Hillside, and drainage improvements north of the intersection. Additional signage will provide a northbound right turn lane.

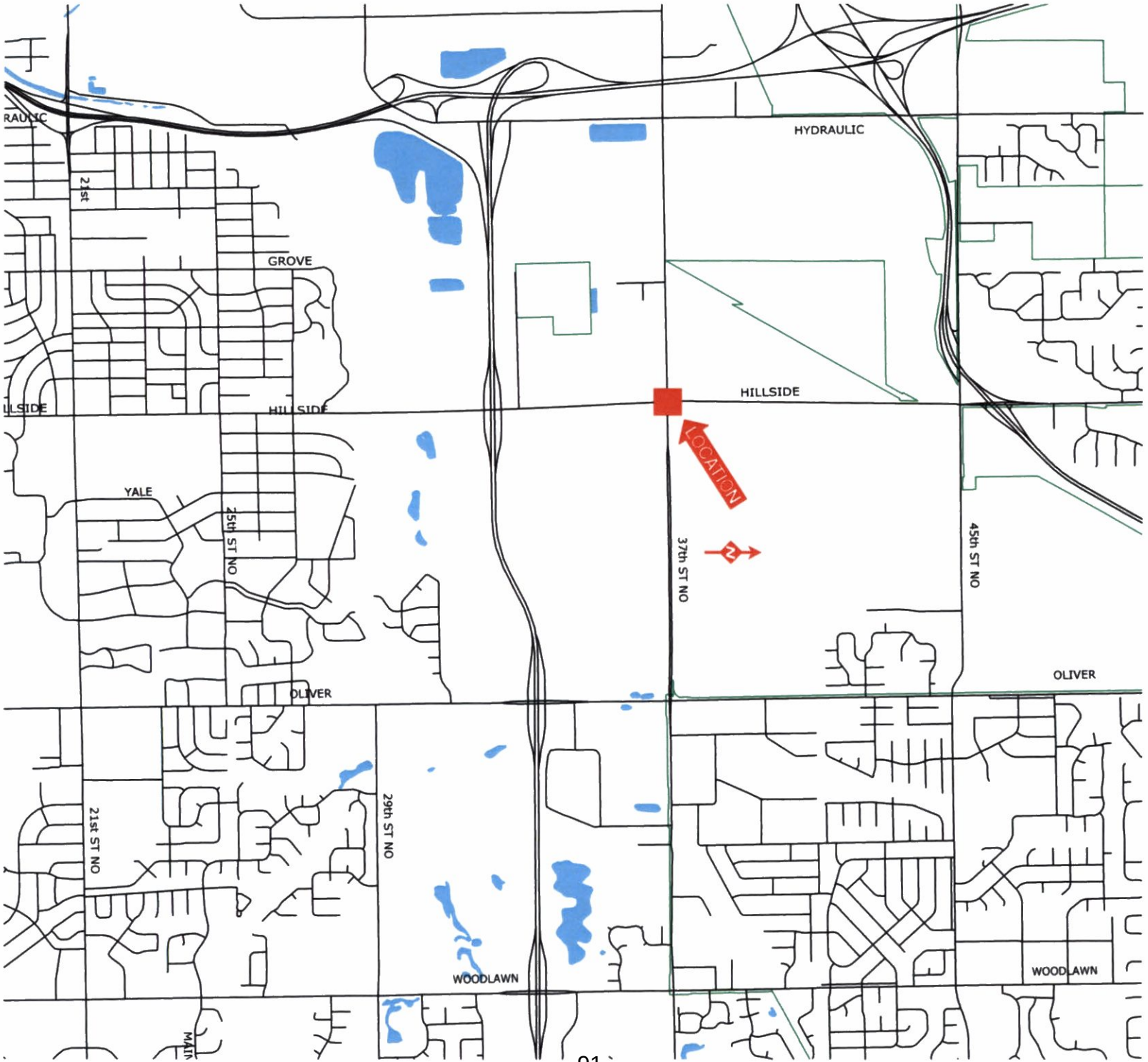
The intersection will be open to traffic throughout construction, with left turns at the intersection prohibited as necessary. Construction is planned to begin in spring 2015 and be completed in late 2015.

Financial Considerations: On July 15, 2014, the City Council approved $45,000 in funding through the issuance of general obligation bonds for design services. Construction funding for this project is not included in the 2011-2020 CIP. General Obligation bond funding of $1,000,000 will need to be programmed in the proposed CIP. The project will be returned to the City Council at a later date for approval of construction funding.

Legal Considerations: There are no legal considerations associated with the City Council's approval of the design concept.

Recommendation/Actions: It is recommended that the City Council approve the design concept.

Attachments: Map.


HYDRAULIC
HILLSIDE
LOCATION
N
37th ST NO
45th ST NO
OLIVER
WOODLAWN
21st
GROVE
HILLSIDE
YALE
25th ST NO
OLIVER
21st ST NO
29th ST NO
WOODLAWN

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Improvements to Douglas, from Washington to Oliver (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the design concept, supplemental agreement, and revised design budget, and adopt the resolution.

Background: On August 20, 2013, the City Council approved an agreement with Baughman Company for development of a design concept for improvements to Douglas, from Washington to Oliver. The approved concept design fee was $90,000. On April 15, 2014, the City Council approved Supplemental Agreement No. 1 in the amount of $16,000, which brought the total design fee to $106,000. The supplemental agreement provided authorization for Baughman to hire and coordinate with an artist to include aesthetic enhancements within the design concept phase, which eliminated the need for costly changes during the final design phase.

The District I Advisory Board sponsored a neighborhood hearing on the project on October 6, 2014. The Board voted unanimously in favor of the design concept for the improvements.

Analysis: Due to a lack of construction funding at this time, the overall project is divided into two sections. The Grove to Oliver section has only been developed as far as the design concept phase, while the Washington to Grove section is ready to enter the final design phase. Design recommendations and aesthetic improvements have been identified through the concept design process, which included input from the neighborhood, general public, and City staff. Supplemental Agreement No. 2 has been prepared for Baughman to complete final design work for the Washington to Grove section. Completing design will allow staff to work with property owners and the Douglas Design District to identify future funding possibilities, including grants, special assessments, and other sources.

Financial Considerations: The estimated fee for the final design services is $465,550. The addition of this supplemental agreement brings the total design fee to $571,550. The existing budget, which the City Council approved on August 20, 2013, is $500,000 funded by General Obligation (GO) bonds. Staff requests approval of the additional $150,000 in GO bond funding that is available in the 2011-2020 Adopted Capital Improvement Program in 2011 for this project. The total revised project budget will be $650,000 and will allow for payment of design fees and Engineering staff and administrative costs for design oversight. Additional funding sources will need to be identified prior to commencement of construction.

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

Recommendation/Actions: It is recommended that the City Council approve the design concept, supplemental agreement, and revised budget, adopt the resolution, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2, budget sheet, and resolution.

Please wait...

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SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 20, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated August 20, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the **DOUGLAS, WASHINGTON TO OLIVER IMPROVEMENTS** (Project No. 472 85102_707049).

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:

FINAL DESIGN PLANS
(see attached for Scope of Service)

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **$465,550.**

C. 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 _____, 2014.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, City Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim City Attorney
and Director of Law

BAUGHMAN COMPANY, P.A.

_____
N. Brent Wooten, President

ATTEST:

_____

Baughman

August 27, 2014

Mr. Gary Janzen, P.E.
City Engineer, City of Wichita
Dept. of Engineering – City Hall
455 N. Main – 7th Floor
Wichita, Kansas 67202

RE: Proposed Design Fee Estimate
Douglas from Washington to Grove

Dear Mr. Janzen:

The concept portion of this project has identified a number of design possibilities and aesthetic improvements that will beautify the corridor and improve the overall experience for both vehicles and the pedestrians. Our proposed design fee is based on the results and findings of the concept study, and the requested improvements from the neighborhood, the general public, and city staff.

Washington to Grove (Design)

Major features of the Project will include bulb-outs, crosswalks, new parking designations, signage, lane improvements, and medians. Side street design will be for locations that we can improve turning radii, ramps and add new inlets. Our design will include shifting the through lanes south between the canal bridge and Grove, and shifting the north curbline south to increase the sidewalk width in front of the existing storefronts.

Hydraulic Intersection (Design)

This intersection has limited area behind the curblines due to building restrictions and property lines. The conceptual geometrics show elimination of the EB Right turn at hydraulic to provide space for a plaza gathering space on the SW Corner and conversion of Hydraulic from four lane to three lane with on street parking. Reduction to three lane should provide additional space for signal improvements and eliminate the need for corner clips. Improvements would include Signals, Marking, Geometrics, Crosswalks, Grading, Jointing, and Drainage.

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE ARCHITECTURE

Baughman Company, P.A.
315 Ellis
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149

RECEIVED
AUG 29 2014
CITY-ENGINEERING

Baughman

Grove Intersection (Design)

This intersection has limited area behind the curblines, and may require corner clips to place the signals. Drive and sidewalk slopes are steep in some locations and temporary easements may be required. Improvements would include Geometrics, Signals, Marking, Grading, Jointing, Drainage, Exhibits, Legals and Median Improvements.

Total Baughman Company Fee: $355,000

Electrical & Lighting Improvements (Integrated Consulting Engineering).

This portion includes lighting improvements from Washington to Grove, electrical supply and design for artistic elements, Lighting Standards, and Electrical Design.

Total ICE Fee: $15,500

Landscaping & Beautification -Washington to Grove (Design Workshop)
Landscaping Plan that includes sketch details and perspectives, rain garden design, streetscapes, layout, plant species, and final location.

Total Design Workshop Fee: $55,000

Art and Aesthetic Improvements. (KWED)

This portion includes aesthetic improvements, crosswalk light sculptures, improvements under I-135, street furnishings, and sculptures at rain gardens and gathering spaces

Total KWED Fee: $40,050

Total Project Design Fee: $465,550

Gary, I hope this proposed fee is in line with what you might anticipate for a project with this level of complexity and in this historic part of Downtown. Please don't hesitate to contact me with any questions or concerns you might have. Thank You.

Sincerely,
Baughman Company, P.A.

Tim Aziere, P.E., PTOE
Director of Transportation Engineering

CC: File

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE ARCHITECTURE

Baughman Company, P.A.
315 Ellis
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149

RESOLUTION NO. 14-338

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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 hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Design and associated engineering costs for improvements to Douglas, between Washington and Oliver (472-85102).

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$650,000** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; and plans and specification to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or portion of the costs of the 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 reimbursed expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

_____
CARL BREWER, MAYOR

(SEAL)

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Water Line Improvements for North Westfield (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the petition and project, and adopt the resolutions.

Background: Westfield Street, north of Maple and west of Tyler is currently unserved by City water and is located adjacent to an area of groundwater contamination recently identified by the Kansas Department of Health and Environment (KDHE).

A petition signed by 55.2% of the resident owners, representing 50.2% of the improvement district area, was submitted in support of proposed water line improvements. The petition is valid per Kansas Statute 12-6a01. On November 17, 2014, the District V Advisory Board sponsored a neighborhood hearing on the improvements. The Board voted unanimously in favor of the project.

Analysis: The proposed improvement consists of installing a water line along Westfield from Douglas to Rolling Hills Drive. The project will construct approximately 1,300 feet of pipe. This includes extending the waterline at the north end across the drainage channel to connect with the existing water line in Rolling Hills Drive. This loop connection is critical for eliminating a dead end and providing redundant flows through the neighborhood, and minimizing any future water shutdowns. The loop connection will be funded by the Water Utility.

With the timing of the petition and proximity of the improvement district to recent work near the contaminated area, staff recommends that the project be completed through a design build process. A design-build team will be solicited through the City's standard request for proposals process and selection will be based on experience with previous waterline and design-build projects, cost, approach to the project, and ability to meet the required schedule. The project will be returned to the City Council for approval of the selection.

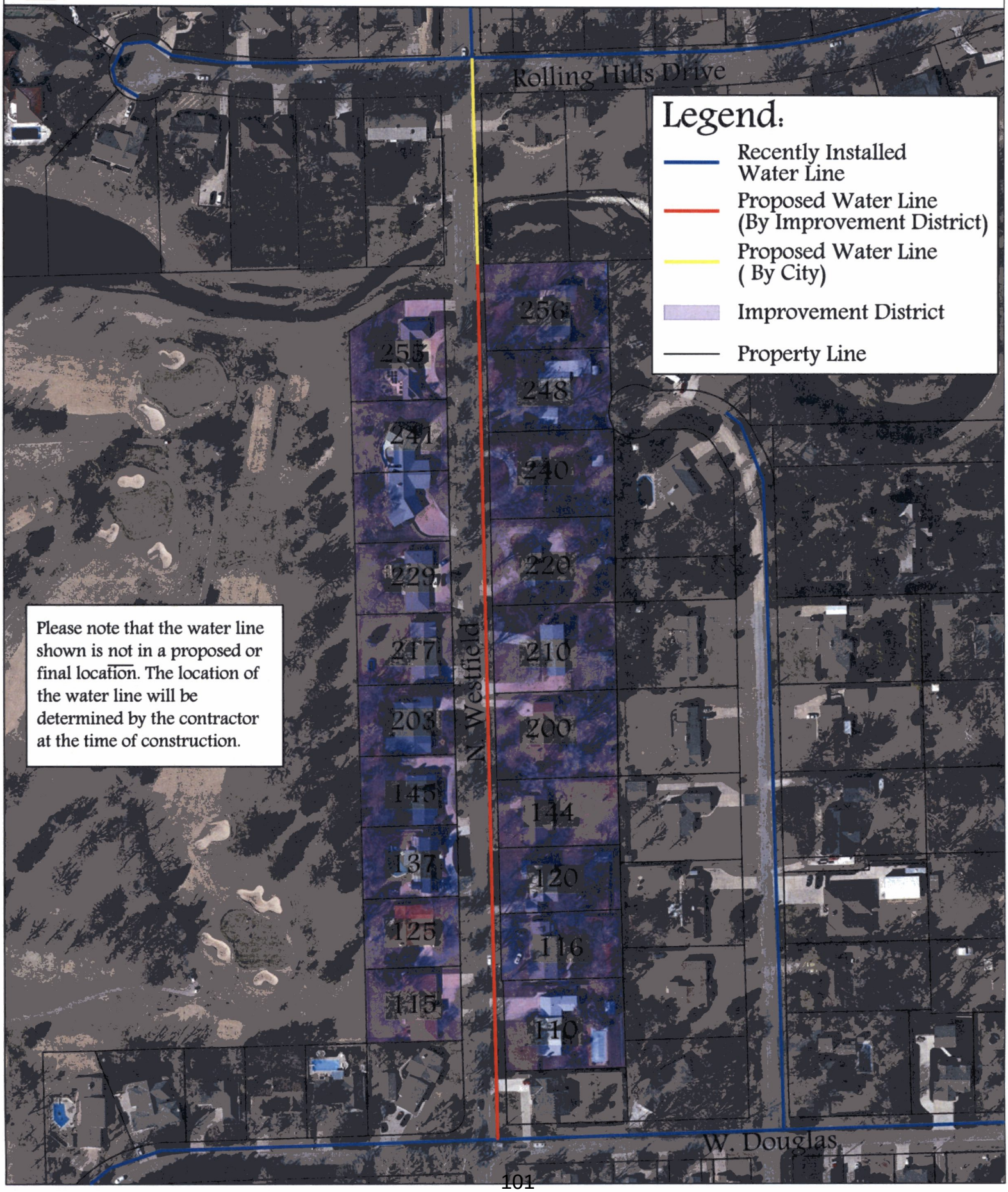
Financial Considerations: The estimated cost of the improvements is $145,000, with 73.8% ($107,000) of the final cost being assessed to the improvement district on a frontage basis, and 26.2 % ($38,000) being paid for by the Water Utility. The City's portion will be funded by future revenue bond sales or water utility cash reserves. The estimate does not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

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

Recommendation/Actions: It is recommended that the City Council approve the project and petition, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheet, petition, resolutions, and Notice of Intent.

Water Line Improvements for N. Westfield Ave



Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 55

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 448-90649

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Dec 2, 2014 REQUEST DATE:

PROJECT # : 470191 PROJECT TITLE: WDS 90649 for Westfield Acres Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: WDS 90649 for Westfield Acres Addition

OCA # : 735518 OCA TITLE: WDS 90649 for Westfield Acres Addition

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Rebecca Greif PHONE #: 268-4505

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$107,000.00	2999 Contractuals	$145,000.00
9813 Cash Transfer In	$38,000.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$145,000.00	**EXPENSE TOTAL:**	$145,000.00

NOTES: SA for 73.8% and City for 26.2% of total cost.

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RECEIVED
OCT 16 '14
CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members: 448-90649

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

WESTFIELD ACRES ADD.

North 43 Feet and West 180 Feet of Lot 19 & South 57 Feet and West 180 Feet of Lot 20

South 100 Feet of North 200 Feet and West 180 Feet of Lot 20

North 100 Feet and West 180 Feet of Lot 20

West 180 Feet Lots 21-23 Inclusive

ROLLING HILLS ESTATES ADD.

Lots 2 – 10, Block A, Inclusive

ROLLING HILLS ESTATES 3RD ADD.

Lot 1

EARLINES ADD.

Lot 1

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

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being **One Hundred and Forty Five Thousand Dollars ($145,000)** exclusive of the cost of interest on borrowed money, with **73.8** percent payable by the improvement district and **26.2** percent payable by the City-At-Large. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **September 29, 2014**.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Front Foot** basis:

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

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

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

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

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

LEGAL DESCRIPTION	ADDRESS	SIGNATURE	DATE
WESTFIELD ACRES ADD.			
N 43 FEET W 180 FEET LOT 19 & S 57 FEET W 180 FEET LOT 20	116 N WESTFIELD AVE	TRAFFAS FRANCIS C & BRENDA K LIV TRUST	10/6/14
S 100 FEET N 200 FEET W 180 FEET LOT 20	120 N WESTFIELD AVE	O'FLYNN RICHARD H ETUX	10-2-14
N 100 FEET W 180 FEET LOT 20	144 N WESTFIELD AVE	SCHUPP DANIEL L & SHERON G	10-02-2014 10-02-2014
N 1/2 W 180 FEET LOT 21	210 N WESTFIELD AVE	RICHARDSON GARY A & SUSAN D	10-5-14 10/5/14
S 1/2 W 180 FEET LOT 21	200 N WESTFIELD AVE	MARSH SAUL M & JO ANNE	10-5-2014 10-5-2014
W 180 FEET OF LOT 23 EXCEPT S 120 FEET	256 N WESTFIELD AVE	BRENT D & MICHELE A H BELDEN	
S 120 FEET W 180 FEET LOT 23	248 N WESTFIELD AVE	DIANNE L WYATT	10/05/14
W 180 FEET S 1/2 LOT 22	220 N WESTFIELD AVE	KATZENMEIER BARRETT D	
N 1/2 W 180 FEET LOT 22	240 N WESTFIELD AVE	TREVOR A HAGEDORN 1620 S 5TH ST TERRE HAUTE, IN 47802	

ROLLING HILLS ESTATES ADD.		
LOT 2 BLOCK A	241 N WESTFIELD AVE	WILLIAM F & TERESA H MUIRHEAD
LOT 3 BLOCK A		WILLIAM F & TERESA H MUIRHEAD
LOT 4 BLOCK A	229 N WESTFIELD AVE	RAYMOND R DOMBAUGH
LOT 5 BLOCK A	217 N WESTFIELD AVE	STEVEN L HULL
LOT 6 BLOCK A	203 N WESTFIELD AVE	GOERING AMPARO LIV TR Rebekah Manning Power of Attorney + Trustee for Amparo Manning
LOT 7 BLOCK A	145 N WESTFIELD AVE	BRANDT BRAD R TRUST Brad R Brandt TRUST 10/11/14
LOT 8 BLOCK A	137 N WESTFIELD AVE	MCCLAY NETTIE J & MILTON L ETAL Nettie J. McClay 10-2-14 Milton L. McClay 10-2-14
LOT 9 BLOCK A	125 N WESTFIELD AVE	JOHNSON N DAVID & BILLIE J
LOT 10 BLOCK A	115 N WESTFIELD AVE	LANDWEHR GEORGE H & ALEXIS L
ROLLING HILLS ESTATES 3RD ADD.		
LOT 1	255 N WESTFIELD AVE	WEIFORD JEFFREY W & TRACI L Jeffrey W. Weiford 10-7-14 Traci L. Weiford 10-7-14

EARLINES ADD.		
LOT 1	110 N WESTFIELD AVE	STUART E & EARLINE J SIMPSON

AFFIDAVIT

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

Name

120 N. Westfield
Address

316-722-6825
Telephone Number

Sworn to and subscribed before me this 16th day of October, 2014.

Deputy City Clerk

132019

First Published in the Wichita Eagle on December 5, 2014

RESOLUTION NO. 14-340

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90649 (NORTH OF MAPLE, WEST OF TYLER)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90649 (NORTH OF MAPLE, WEST OF TYLER)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90649 (north of Maple, west of Tyler).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Forty-Five Thousand Dollars ($145,000)** exclusive of interest on financing and administrative and financing costs, with **73.8** percent payable by the improvement district and **26.2** percent payable by the City-At-Large. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of interest on financing and administrative and financing costs. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **September 29, 2014.**

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

WESTFIELD ACRES ADDITION

North 43 Feet and West 180 Feet of Lot 19 and South 57 Feet and West 180 Feet of Lot 20
South 100 Feet of North 200 Feet and West 180 Feet of Lot 20
North 100 Feet and West 180 Feet of Lot 20
West 180 Feet Lots 21 through 23 Inclusive

ROLLING HILLS ESTATES ADDITION
Lots 2 through 10, Block A, Inclusive

ROLLING HILLS ESTATES 3RD ADDITION
Lot 1

EARLINES ADDITION
Lot 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **front foot** basis.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-339

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Improvements for North Westfield (District V) – SA 448-90649

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $145,000 with 73.8 percent being payable from the special district and 26.2 percent payable from Wichita Water. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of interest on financing and administrative and financing costs. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of September 29, 2014. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $50,900 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

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, by not less than two-thirds of the members voting in favor thereof, on December 2, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L Dickgrafe, Interim Director of Law

(Published in ***The Wichita Eagle***, on December 2, 2014.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 14-339, duly adopted December 2, 2014, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Water Line Improvements for North Westfield – SA 448-90649

(the "Project") at an estimated cost, including related design and engineering expenses of $145,000 with 73.8 percent being payable from the special district and 26.2 percent payable from Wichita Water. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after December 2, 2014.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $50,900 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on December 2, 2014.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Water and Sewer Rate Increases (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the ordinances establishing water and sewer utility rate increases.

Background: Over each of the last three years, the City Council has reviewed and vetted a 10-year planning model for water and sewer finances. This model included annual rate increases designed to fund infrastructure maintenance and upgrades. The current model calls for 2015 rate increases of 6% on water services and 5% on sewer services, for a combined increase of 5.6%.

Critical infrastructure projects are supported by the new revenue from rate increases, which pays for repairs to water and sewer lines and rehabilitation projects for aging assets. The revenue also ensures compliance with federal regulations and debt service coverage ratio requirements for 2015.

The Water Utilities Advisory Committee, comprised of a variety of utility customers, recommended this 10-year funding model in 2012, after which the City Council also reviewed the plan. It directed City staff to improve fund performance by 3% in 2014 and beyond and to freeze growth-related projects through the remainder of this year to match economic recovery trends. Both goals have been met, along with the creation of a payment assistance program.

Analysis: The utilities would generate a combined rate increase of 5.6%. The increased rates are aimed at continued emphasis on improving the investment in aging water and sewer mains, lift stations, and treatment plants. Sewer rates would be used to meet requirements from a consent agreement with the Kansas Department of Health & Environment (KDHE).

The recommended action would raise rates in a way that continues to reduce a differential that exists between what residential customers pay compared to businesses and wholesale users. The 2011 cost of service study concluded that residential customers paid around $2 more per month than it costs the City to serve them. The recommended rates continue a five-year plan to gradually phase out that differential, meaning that residential users would experience lower increases than businesses or wholesale customers.

Combined Monthly Water & Sewer Bills for 2015			
	Current	**Proposed**	**Difference**
Residential			
3,750 Gal.	$37.39	$39.04	**$1.65 | 4.4%**
7,500 Gal.	$55.32	$58.10	**$2.78 | 5.0%**
15,000 Gal.	$98.83	$104.62	**$5.79 | 5.9%**
Commercial			
100,000 Gal.	$513.13	$545.30	**$32.17 | 6.3%**
Industrial			
10 Million Gal.	$48,163	$51,194	**$3,031 | 6.3%**

The Sewer Utility Fund is stressed in the current model because of the potential for new capital improvement projects that may be required by KDHE. The City entered into a consent agreement with KDHE in 2012 and is finishing up a condition assessment of system assets. The results of the condition assessment will be used in negotiations with KDHE to determine potential improvements to a major force main, ancillary treatment plants, and lift stations.

The financial planning model assumes the worst case for future costs, which may come in significantly lower than what is anticipated. Negotiations with KDHE will be the determining factor in the level of funding needed. This could affect the level of rate increase sought for sewer service for 2016 but will not affect rates next year.

Financial Considerations: The Water Fund would experience an overall revenue increase of $4,979,236, while a revenue increase of $2,574,385 would be generated in the Sewer Fund. The recommended action increases rates effective on January 1, 2015. Any future rate increases would require further action at a later date.

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

Recommendations/Actions: It is recommended that the City Council approve the Water Rate and Sewer Rate Ordinances.

Attachments: Water Rate and Sewer Rate Ordinances.

ORDINANCE NO. 49-894

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 17.12.090, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, 2015, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the director of public works & utilities shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2015 & Beyond
5/8 inch	**$** 11.95
3/4 inch	11.95
1 inch	11.95
1 1/2 inch	14.82
2 inch	17.86
3 inch	30.05
4 inch	39.01
6 inch	58.47
8 inch	76.10
10 inch	96.95

12 inch	127.79

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

WATER METER SIZES	2015 & Beyond
5/8 inch	**$** 19.13
3/4 inch	19.13
1 inch	19.13
1 1/2 inch	23.71
2 inch	28.60
3 inch	48.09
4 inch	62.41
6 inch	93.56
8 inch	121.78
10 inch	155.13
12 inch	204.48
16 inch	478.78

B. FLAT RATE/UNMETERED MONTHLY CHARGES

	2015 & Beyond
	$ 20.80

C. FIRE PROTECTION FLAT MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

PIPE SIZES	2015 & Beyond
5/8 inch	**$** 3.86
3/4 inch	3.98
1 inch	4.42
1 1/2 inch	5.27
2 inch	6.41
3 inch	12.08
4 inch	16.03
6 inch	24.91
8 inch	33.42
10 inch	43.36
12 inch	58.54

OUTSIDE CITY

MINIMUM MONTHLY

PIPE SIZES	2015 & Beyond

5/8 inch	**$** 6.19
3/4 inch	6.37
1 inch	7.08
1 1/2 inch	8.45
2 inch	10.25
3 inch	19.33
4 inch	25.65
6 inch	39.87
8 inch	53.49
10 inch	69.37
12 inch	93.67

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the director of public works & utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.91
Block 2: Metered Consumption Between 111% and 310% of AWC and	

from Fire Services	**$** 6.68
Block 3: Metered Consumption Above 310% of AWC	**$** 9.76

OUTSIDE CITY

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 3.06
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 10.69
Block 3: Metered Consumption Above 310% of AWC	**$** 15.62

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the director of public works & utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The director of public works & utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the director of public works & utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the director of public works & utilities. If the director of public works & utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

(PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE - PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE) x ((PRIOR YEAR'S ANNUAL WATER

USE/1,000) x (1 - (PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED / PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED)))

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the director of public works & utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: All Metered Consumption	**$** 4.69

OUTSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: All Metered Consumption	**$** 7.51

D. WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 2.21
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 11.47
Block 3: Metered Consumption Above 310% of AWC.	**$** 17.18

E. UNIFORM WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2015 & Beyond
All Metered Consumption	**$** 2.93

F. NON POTABLE VOLUME RATES

	Rates Per 1,000 Gallons 2015 & Beyond
All Metered Consumption	**$** .99

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen ($13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen ($13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen ($13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen ($13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to administrative fees, account origination fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the director of public works & utilities and subject to review and change at any time.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2015, and

upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 9th day of December, 2014.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe,
Interim City Attorney & Director of Law

ORDINANCE NO. 49-895

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 16.14.040 of the Code of the City of Wichita is amended to read as follows:

Schedule of Use Charges: Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by the water meter or sewer meter serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to of Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

SEWER SERVICE VOLUME BASE:

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer’s expense:

(a) A sewage meter acceptable to the director of public works & utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer’s account, the customer must have the

meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. Sewer meters are required to be calibrated annually. Calibration must be provided through a recognized testing agency and certification of calibration must be provided to the Utilities upon completion. Calibration records shall be maintained by the City for a period of five years. No meter shall be installed on wastewater discharged until approval has been obtained from the director of public works & utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the director of public works & utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the customer shall be responsible for repairs. In the event that the metered amount of water consumption is less than the amount of discharge, Customer Service staff will verify that the water meter is registering flow accurately. If the water meter appears to be operating correctly, the customer will be notified and corrective action by the customer must be taken before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services will be based on metered water consumption. In the event that that metered water consumption begins to increase over metered discharge or if the only metered service is sewer and metered waste drops more than ten percent, Customer Service staff will verify that the water meter is registering flow accurately and/or that the sewer meter is registering flow. If the water meter appears to be operating correctly and the sewer meter is registering flow, the customer will be notified and corrective action by the customer will be required before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services for those accounts with metered water service will be based on 125% of average metered water consumption. For those accounts that are metered sewer only accounts, bills will be estimated based on 125% of the average of the prior twelve months metered discharge.

(b) In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's

account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the director of public works & utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

EXTRA STRENGTH CHARGE:

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the director of public works & utilities. Extra strength charges shall be calculated according to the formula:

$$S = V\,(0.00832)\,(X(BOD-250) + Y(SS-300) + Z(O\&G-100)$$

Where:

S = Extra strength charge in dollars

V = Sewage volume in thousands of gallons

0.00832 = Conversion factor for thousands of gallons to million pounds

X = Applicable unit charge for BOD in dollars per pound from the schedule below

BOD = BOD strength index in parts per million by weight or mg/l

250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l

Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below

SS = Suspended solids strength index in parts per million by weight or mg/l

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l

Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below

O&G = Oil and grease index in parts per million by weight or mg/l

100 = Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

Inside City	Charge Per Pound 2015 & Beyond
BOD	$0.2057
Suspended Solids	0.1643
Grease	3.1777

Outside City	
BOD	$0.3292
Suspended Solids	0.2629
Grease	5.0844

TOXIC POLLUTANT CHARGE:

Discharging of any toxic pollutants is prohibited under City Code Section 16.22. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 16.22.

WASTEWATER ANALYSIS:

Samples and measurements will be taken by the City, as required by the director of public works & utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the director of public works & utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the director of public works & utilities in writing and, at their sole expense, employ an independent laboratory which is certified by the Kansas Department

of Health and Environment and acceptable to the director of public works & utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the director of public works & utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

MONITORING CHARGE:

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the director of public works & utilities.

REVIEW OF USER CHARGE RATE STRUCTURE:

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

(a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.

(b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

SEWER RATES AND CHARGES

On and after January 1, 2015, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

Inside City Rates

A. Base Service Charges
Monthly charges based on water meter size

Size	2015 & Beyond

5/8 inch	$ 8.04
3/4 inch	8.04
1 inch	8.04
1 1/2 inch	12.99
2 inch	19.44
3 inch	56.20
4 inch	71.48
6 inch	135.21
8 inch	192.72
10 inch	297.22
12 inch	433.80

B. Volume Charges (per 1,000 gallons of metered water consumption)

	Rate/thousand gallons 2015 & Beyond
	$3.17

Outside City Rate

A. Base Service Charges
Monthly charges based on water meter size

Size	2015 & Beyond
5/8 inch	$12.88
3/4 inch	12.88
1 inch	12.88
1 1/2 inch	20.79
2 inch	27.99
3 inch	89.92
4 inch	114.37
6 inch	216.35
8 inch	308.33
10 inch	475.55
12 inch	694.08

B. Volume Charges (per 1,000 gallons of metered water consumption)

	Rate/thousand gallons 2015 & Beyond
	$5.06

C. Flat Rate Charges

Inside City

Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$23.46

Outside City

Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$37.54

D. WHOLESALE RATES

Monthly, per 1,000 gallons	$2.51

All users subject to sewer charges shall be subject to the provisions of this chapter.

GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY:
Government military facilities located outside the city of Wichita shall be charged inside city rates for sewer service.

SECTION 2. The original of Section 16.14.040 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2015, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 9th day of December, 2014.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe,
Interim City Attorney & Director of Law

Agenda Item No. IV-10

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Wichita Multi-Modal Accommodation Policy and Street Design Guidelines

INITIATED BY: Wichita-Sedgwick County Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Adopt the resolution.

Background: On April 16, 2013, the City Council approved a Wichita Bicycle and Pedestrian Projects Memorandum of Understanding (MOU) between the YMCA, acting as the fiscal agent for the Health and Wellness Coalition of Wichita, and the City. The MOU's purpose is to support projects that make it easier, safer, and more convenient for people to walk and bike within the City. The projects identified in the MOU included the creation of street design guidance; and policy to help ensure that roadway improvements are designed to increase safety and improve accessibility of all users.

On February 11, 2014, the City Council approved the selection and contract with Professional Engineering Consultants (PEC) to undertake the preparation of the policy and street design guidance. A project team of City staff, with representatives from Planning, Engineering, Street Maintenance, and Transit was formed to assist with the project. Over the last 10 months, the project team has worked with the consultants to draft street design guidance and a multi-modal policy that meets the needs of the Wichita community.

On August 26, 2014, the working draft of the Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation was presented to the City Council at a workshop session. The document contains two major components: 1) the Multi-Modal Accommodation Policy, and 2) the Street Design Guidelines. Since that workshop, the draft policy and design guidelines have been presented to the Wichita Transit Advisory Board; the Wichita Bicycle and Pedestrian Advisory Board (WBPAB); and the Wichita-Sedgwick County Metropolitan Area Planning Commission (MAPC). The Transit Advisory Board is scheduled to receive a presentation on the updated version of the draft policy and design guidelines at its November 21st meeting. Minutes from the MAPC and WBPAB meetings are attached. Below is a listing of their recommendations.

- The WBPAB recommended that the City Council endorse the October 2014 draft of the Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation.

- The MAPC recommended that the City Council endorse the October 2014 draft Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation, with the provision that staff ensure construction and maintenance projects are reviewed on a case by case basis to ensure multi-modal connections are usable or adequate detours are provided.

In late November, the Street Design Guidelines document was updated to incorporate the recommendations by the MAPC.

Analysis: This project consists of two major components: a multi-modal accommodation policy and street design guidance (described below). Both components are included in the document Street Design Guidelines, Wichita's Policy Manual for Multi-Modal Transportation.

Multi-Modal Policy – this policy will direct staff to consider multiple modes of transportation and the context for improvement and maintenance projects in street right-of-way and public access easements. It will help formalize the City's current practices to design streets for multiple modes of transportation (i.e. people walking, bicycling, driving, and taking transit), where recommended in City plans. The policy indicates that multi-modal facilities will not be provided when: modes are prohibited; costs or impacts are disproportionate; improvements are infeasible; improvements are impractical; or maintenance activities do not offer practical opportunities for providing accommodations. The policy directs staff to create a Multi-Modal Committee to coordinate, determine when multi-modal accommodation as part of other projects is appropriate, review, monitor, and report on projects.

Street Design Guidelines – this information will help provide guidance for the design of public streets, within the street rights-of-way (established by the subdivision process). This guidance can help provide greater levels of predictability and layout options for multi-modal design of Wichita streets. This product combines information from multiple documents into one single reference document, and the guidance includes recommendations for different features (i.e. travel lanes, turn lanes, sidewalks, bike lanes, paths, sidewalks, etc.) – each according to different contexts (i.e. urban core, general urban, suburban).

Endorsement of the policy and street design guidance by the City Council will not make any changes to the Zoning Code, Subdivision Regulations, or Sidewalk Ordinance. The policy and design guidance help to implement the transportation networks recommended in the Wichita Bicycle Master Plan (endorsed by the City Council on February 5, 2013); the Wichita Pedestrian Master Plan (endorsed by the City Council on November 4, 2014); and the draft Wichita Transit Vision Plan.

Financial Considerations: No funding is attached to either the accommodation policy or the street design guidance; and endorsement of them by the City Council does not involve any commitment by the City for future funding. The funding of multi-modal facilities will need to be considered and initiated through separate processes. See appendix A of the Street Design Guidelines document for a description of how the policy should be implemented and the financial impacts assessed on an individual project basis.

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

Recommendations/Actions: It is recommended that the City Council adopt the resolution endorsing the City of Wichita Multi-Modal Accommodation Policy and the Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation.

Attachments:

- City Council resolution endorsing the November 2014 draft of the Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation.
- Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation (containing the policy and design guidance) – November 2014 draft
- MAPC November 6, 2014 meeting minutes
- WBPAB November 10, 2014 draft meeting minutes

RESOLUTION NO._____

A RESOLUTION ENDORSING THE WICHITA MULTI-MODAL POLICY AND STREET DESIGN GUIDELINES

WHEREAS, the transportation system of Wichita is an extraordinary public asset integral to the City's economic health and community fabric; and

WHEREAS, the City of Wichita works to make the best use its public streets and paths to move people and goods; and

WHEREAS, the City of Wichita has an opportunity to improve health and to provide a variety of viable transportation options including bicycling, walking, and taking transit; and

WHEREAS, multiple citizen surveys and community plans have shown a desire for improvements related to walking, bicycling, and taking transit in Wichita; and

WHEREAS, the City of Wichita recognizes the importance of creating streets that enable safe travel by a variety of different travel modes, including walking, bicycling, driving, moving freight, and taking transit; and

WHEREAS, the City of Wichita recognizes the importance of creating streets that enable safe travel by people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities; and

WHEREAS, the Multi-Modal Accommodation Policy helps to implement the Wichita Bicycle Master Plan, and the Wichita Pedestrian Master Plan through the consideration of multiple modes of transportation as part of improvement and maintenance projects in street rights-of-way and paths; and

WHEREAS, the document Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation provides design guidance based on current City practices, helps provide greater predictability for multi-modal design of Wichita streets, and combines guidance from multiple sources into one document.

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

Section 1. The City Council of the City of Wichita endorses the Multi-Modal Accommodation Policy contained within the document Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation.

Section 2. The City of Wichita will consider multiple modes of transportation and the context for improvements and maintenance projects of street rights-of-way and public access easements.

Section 3. The City of Wichita should form a Multi-Modal Committee to be involved in the review of project and activity plans to ensure consistency with the Multi-Modal Accommodation Policy.

Section 3. The City of Wichita will consider Street Design Guidelines; Wichita's Policy Manual for Multi-Modal Transportation as guidance in future planning and designing of public streets and public access easements.

ADOPTED by the governing body of the City of Wichita, Kansas, this 2nd day of December, 2014.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

_____
Sharon Dickgrafe, Interim Director of Law and City Attorney

FINAL DRAFT
STREET DESIGN GUIDELINES

Wichita's Policy Manual for Multi-Modal Transportation

ACKNOWLEDGMENTS

City Council

Carl Brewer, Mayor
Lavonta Williams, District I
Pete Meitzner, District II
James Clendenin, District III
Jeff Blubaugh, District IV
Jeff Longwell, District V
Janet Miller, District VI

City Manager

Robert Layton

Technical Advisory Committee

Paul Gunzelman, P.E., Assistant City Engineer
Aaron Henning, P.E., City Maintenance Engineer
Gary Janzen, P.E., City Engineer/Assistant Director of Public Works & Utilities
Scott Knebel, AICP, Downtown Revitalization Manager
Joseph Pajor, Deputy Director of Public Works & Utilities
John Schlegel, AICP, Director of Planning
Steve Spade, Director of Transit
Scott Wadle, AICP, Senior Planner (Project Manager)
Philip Zevenbergen, Associate Transit Planner

PEC Project Team

Joe Surmeier, P.E., Principal-in-Charge
Scott Dunakey, AICP, Project Manager
Mitch Coffman, AICP, Project Planner
Scott Canfield, P.E., PTOE, Traffic Engineer

City of Wichita
455 South Main
Wichita, KS 67202

Professional Engineering Consultants, P.A.
303 South Topeka
Wichita, KS 67202

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MULTI-MODAL ACCOMMODATION POLICY

VISION & PURPOSE

Transportation is a critical aspect of our everyday lives. We must move ourselves and our goods within, around, and through the community to accomplish our daily routines. The degree to which we are able to make these movements is a direct determinant of our individual and collective levels of health, safety, and economic vitality. The quality of life Wichita enjoys is inextricably linked to the effectiveness of our transportation system.

Given the central role travel plays in our lives, our transportation system must consider more than just the roadways we drive on. Rather, the street must strike the appropriate balance between vehicles, people, and places. Our transportation system must consist of adequate facilities for every mode of travel that meet every user's needs in a manner appropriate to the setting in which it exists.

The residents of Wichita have expressed the desire for transportation facilities that allow safe and efficient travel by all modes including:

- Walking
- Mobility devices, such as wheelchairs
- Bicycles
- Personal vehicles
- Transit vehicles
- Emergency vehicles
- Commercial and freight vehicles

The Multi-Modal Accommodation Policy has been developed with the vision of enhancing the overall safety and effectiveness of Wichita's transportation system. Every street shall be designed such that there are no unreasonable barriers to traveling by any given mode.

From a purely functional standpoint, only the roadway itself is required to provide for the basic needs of all travel modes. One might walk, use a wheelchair, ride a bicycle or drive a car on the surface of a roadway. Yet, because of the differences in speed and size between these modes, it is impractical for roadways alone to adequately serve all modes in all situations.

Some streets may contain multiple facilities, each dedicated to a single mode. Other streets may contain one or more facilities that are shared between travel modes. Over time, Wichita's transportation system will continue to integrate functional networks for each mode of travel into a complete system.

All users of all ages and abilities deserve to travel safely and efficiently. Travel is a people-centric activity. It is not done for the sake of the vehicle or for the sake of the place. It is done for the sake of the person. People need to go places. Each transportation facility must be properly designed to account for the amount and range of potential users, along with the travel decisions they make. The transportation system as a whole must connect people with places, no matter which mode of transportation they choose.

The most effective transportation systems are context-sensitive. The various modes and their users must interact with each other and the surrounding environment. Where the various travel modes intersect, functional connections must be provided to allow users to transition between different modes. Connections between the system and destinations must also consider the locations and land uses being served. The design of each transportation facility will provide for the needs of all potential users in a manner that is sensitive to the context of the facility's surroundings.

The purposes of this Policy are to:

- Provide a framework for achieving a well integrated multi-modal transportation system
- Direct the City to routinely consider, and to the extent practical, accommodate all modes and all users with a focus on improving the safety and effectiveness of the City's transportation system.

The City will routinely plan, design, construct, operate, and maintain streets and street rights-of-way to provide safe and efficient access for all users based upon current and future need. This Policy standardizes the routine accommodation of all modes of travel and provides for consistency in the consideration of travel needs.

APPLICABILITY

Bicycling, walking, taking transit, and driving are all viable means of transportation and deserve proper facilities on which to travel. Accommodations for automobiles, freight vehicles, emergency vehicles, transit vehicles, bicycles, and pedestrians shall be considered during planning, programming, right-of-way acquisition, design, construction, reconstruction, repair, operations, and maintenance activities to create a well connected and integrated transportation system for all modes of travel.

This Policy shall apply to all public and private development in street rights-of-way and public access easements. However, this Policy shall not be used to require improvements beyond those required by zoning and subdivision approval. Projects and activities occurring within street rights-of-way can enhance accommodations for multiple modes of travel. The City shall assess the need for designated facilities for all modes of travel in all projects and activities, new and retrofit, occurring within public right-of-way and public access easements. Additionally, the City shall keep existing multi-modal accommodations operational to the greatest possible degree during construction, and/or include safe and convenient detours as part of traffic control plans.

There will likely be a varying degree of assessment based on project scope. City-wide, area, and corridor plans as well as professional judgment should provide the basis for assessing needs for each mode. The assessment process will require coordination between City departments, developers, land owners along corridors, and other agencies responsible for transportation infrastructure or infrastructure in the public street right-of-way. Coordination with other jurisdictions may also be needed to facilitate system connectivity and route continuity where facilities cross jurisdictional boundaries.

The City understands that designated facilities will not be provided for all modes on every roadway. This is not feasible, practical or necessary. This Policy provides for flexibility in approach to accommodation.

Multi-modal facilities will not be provided when:

1. A specific mode is prohibited, such as pedestrians on a highway;
2. Costs or impacts are excessively disproportionate to current and/or future need or likely use;
3. Site-specific conditions, safety concerns, or engineering considerations make accommodations infeasible; or
4. Maintenance activities do not offer practical opportunities for providing accommodations.

A multi-modal committee shall be established by the City and consist of high-level engineering, street maintenance, planning, and transit staff and be responsible for administration of this Policy. The committee has flexibility in determining how they will carry out their responsibilities, which are listed below.

- Overall Policy implementation and evaluation;
- Making accommodation decisions on multi-modal projects;
- Ascertaining the project need and anticipated level of use under the guidance of approved/endorsed planning documents and exercising sound professional judgment;
- Reviewing cost-effectiveness including making project-level decisions to determine whether to develop isolated facilities, to reserve space for future facilities, or to do neither; and
- Gathering and evaluating measurable data and reporting performance to City management and elected officials, including developing targets and benchmarks for measures;
- Documenting all policy and project decisions, including projects reviewed and final committee decisions/recommendations.

The City shall apply this Policy during the street design process using the Street Design Guidelines and other adopted guidance documents. The City should periodically update the Guidelines as appropriate.

For non-design projects or programs, the Multi-Modal Committee should be involved in the review of project and activity plans to ensure consistency with this Policy.

The Committee will incorporate a context-sensitive approach in application of the Policy to be guided by established City goals and community values. Consideration will be given to existing and likely future adjacent land uses and intensities, natural and man-made physical features, and economic activity along the street or corridor as well as the people that use or will likely use the street or corridor. City-wide, area, corridor, and other plans should be considered for context-sensitivity.

IMPLEMENTATION

To ensure effective implementation of this Policy, the City shall:

- Make the consideration of all modal transportation networks a routine part of everyday operations. Every project or activity within street right-of-way or access easements will be viewed as an opportunity to improve the multi-modal transportation system.
- Develop and/or revise plans, codes, laws, procedures, rules, regulations, guidelines, and programs to integrate policy principles, as appropriate.
- Evaluate the budget needs of multi-modal accommodations during project and program development and develop budgets to accommodate multi-modal needs.
- Coordinate land use planning with the street design process to ensure the compatibility of streets and development at the corridor level.
- Carry out implementation cooperatively with all relevant departments, jurisdictions, private developers, regional, state and federal agencies.
- Utilize the Multi-Modal Committee to monitor progress and evaluate Policy implementation.

The Multi-Modal Committee shall be responsible for gathering data and reporting on performance measures. The reporting shall occur annually to City management and elected officials. Reporting should also include a summary of exceptions allowed, a description of multi-modal projects recently completed, and an assessment of benefits and impacts.

At a minimum, performance measures should include:

- Linear miles of on-street bikeways marked or signed.
- Linear miles of off-street bikeways or shared use facilities.
- Linear miles of sidewalk installed.
- Number of intersections improved for transit, bicyclists, and pedestrians.
- Number of other dedicated facilities installed for transit, bicyclists, and pedestrians.

POLICY GUIDANCE

While the Multi-Modal Committee is provided flexibility in carrying out its responsibilities, the following guidance is provided. Refer to **Appendix A** for additional information on maintenance considerations and decision-making processes.

MAINTENANCE PROJECTS

It is ***not*** the intent of this Policy for the Multi-Modal Committee to:

- Review every type of street maintenance project or review time-sensitive emergency repairs.
- Significantly impact allocated maintenance funding.
- Interfere with established operations and maintenance functions or the authority of City staff tasked with those responsibilities.
- Make decisions that lead to the inefficient utilization of maintenance labor or resources.

The main intent of this Policy regarding the Multi-Modal Committee's review of maintenance projects is to foster coordination between City staff in identifying opportunities for on-street multi-modal improvements and accommodations. Improving coordination should lead to:

- Identification of duplicative maintenance and capital street projects.
- Reduction in the need to pursue one-dimensional multi-modal facility retrofit projects.
- More efficient utilization of maintenance and capital funding over time.

Generally, routine preventative maintenance projects, such as crack sealing, are not good candidates for Committee review. These types of projects leave the structural street elements intact and require little, if any, engineering design. Furthermore, they are normally conducted by in-house staff according to established budgetary parameters.

Multi-Modal Committee review of maintenance projects should occur in the process where indicated in **Figure 2**. Committee review is only appropriate for fairly substantial planned maintenance projects that involve the reconstruction of street structural components, such as pavement rehabilitation (milling and overlay, etc.). These types of projects tend to be more expensive, require some degree of engineering design, and are normally constructed by outside contractors.

The Multi-Modal Committee review should focus on identifying significant maintenance projects on street segments where multi-modal capital projects are planned. In addition, combining the budgets and scopes of separate projects into a single project with a single budget should reduce overall project costs. Any savings realized could then be used toward funding other multi-modal projects, which will help expedite full Policy implementation.

ISOLATED & FUTURE FACILITIES

The process of developing functional networks for each mode will be incremental, with projects constructed individually over time. Certain street or intersection projects will present challenges for integrating multi-modal accommodations and providing network connectivity.

City codes and policies sufficiently address the provision of pedestrian accommodations. Therefore, this section provides guidance primarily for the development of on-street bicycle lanes and transit facilities in locations that are isolated from the existing modal systems or where current demand is limited.

In determining the appropriate level of accommodation. There are four main approach options.

1. **No Accommodation** - Do not accommodate the bicycle or transit facility as part of the project under review. This approach would defer the improvements to a later date when the location can be retrofitted to meet new demand or connect to adjacent modal facilities developed during the interim period.

2. **Minimal Accommodation** - Design the multi-modal facility as part of the reviewed project, but provide minimal accommodation when the project is constructed. This approach would allow accommodations to be designed within the context of the other street improvements and sufficient right-of-way would be acquired, but accommodations would be constructed as a future phase. However, utilities and appurtenances between the curbs and right-of-way lines would be constructed to avoid relocation when the multi-modal accommodations are constructed at a later date.

3. **Moderate Accommodation** - Design the multi-modal facility as part of the reviewed project and reserve sufficient space within the constructed improvements for future multi-modal integration. For example, curb placement would account for sufficient space to provide a future bike lane, but the space would be absorbed into the travel lanes until the bicycle lanes, pavement markings, and signage are added in the future. To accommodate transit, curb placement would account for extra outside lane width. Additionally, the concrete pad for a bus stop could be constructed, but signage, benches, and shelters placed when needed in the future. Alternatively, some combination of the accommodations might be constructed if there exists varying circumstances between bicycle and transit accommodations.

4. **Full Accommodation** - Design and construct the multi-modal accommodations as part of the reviewed project.

Accommodation Considerations

The preeminent consideration the Multi-Modal Committee must take into account when determining the proper approach for a given project is the degree of consistency with the Multi-Modal Accommodation Policy and overall transportation goals.

Several additional considerations must also be weighed. **Figure 1** to the right provides a suggested model for weighing the considerations described below.

Funding & Costs

The primary cost consideration is whether or not sufficient funding has been allocated to the project under review to construct the multi-modal accommodations. If so, the remaining considerations must be factored into the review.

There may be cases when sufficient funding is available, but full accommodation may not be recommended at the time of review for other reasons. There may be other cases when insufficient funding has been allocated, but some level of accommodation is desired. Considerations include:

- May the portion of project funding allocated to the multi-modal component be deferred to complete the accommodations at a later date?
- If so, will the costs of deferring improvements become excessive after inflation?
- Are there other accommodations the funding could be used to construct with other projects under review?
- Can funding be made available from other projects or sources to pursue the desired level of accommodation?

Space Availability

Space availability is not a concern when the City has been able to acquire its standard right-of-way width for the project under review. However, there are circumstances that may limit the acquisition of the full standard right-of-way. Examples include locations where previous development has constrained space availability or where the costs of utility relocation have been deemed disproportionally high.

In cases where there is insufficient space available for the preferred accommodations, the Committee should weigh the following:

- Can adequate funding be provided to purchase sufficient right-of-way for the multi-modal accommodations?
- If funding can be made available for right-of-way acquisition, does the benefit outweigh the cost?
- Can acceptable alternate configurations for the multi-modal accommodations fit within the available space?
- Will deferring the improvements to a later time inhibit the ability to provide full multi-modal accommodations for the project location in the future?

Maintenance Capacity

Each new facility and multi-modal accommodation added to the City's inventory must be maintained. The City's capacity to maintain modal accommodations must be considered along with the other factors discussed. The key concerns are:

- Are the costs and resources necessary to maintain the full degree of multi-modal accommodations disproportionate to anticipated benefits?
- Does the City have the capacity to adequately maintain the accommodations if they are constructed as isolated improvements or in advance of demand?
- Have the accommodations been identified as a community priority?
- If deferred, will sufficient maintenance capacity be available when full accommodations are eventually constructed?

Safety & Individual Functionality

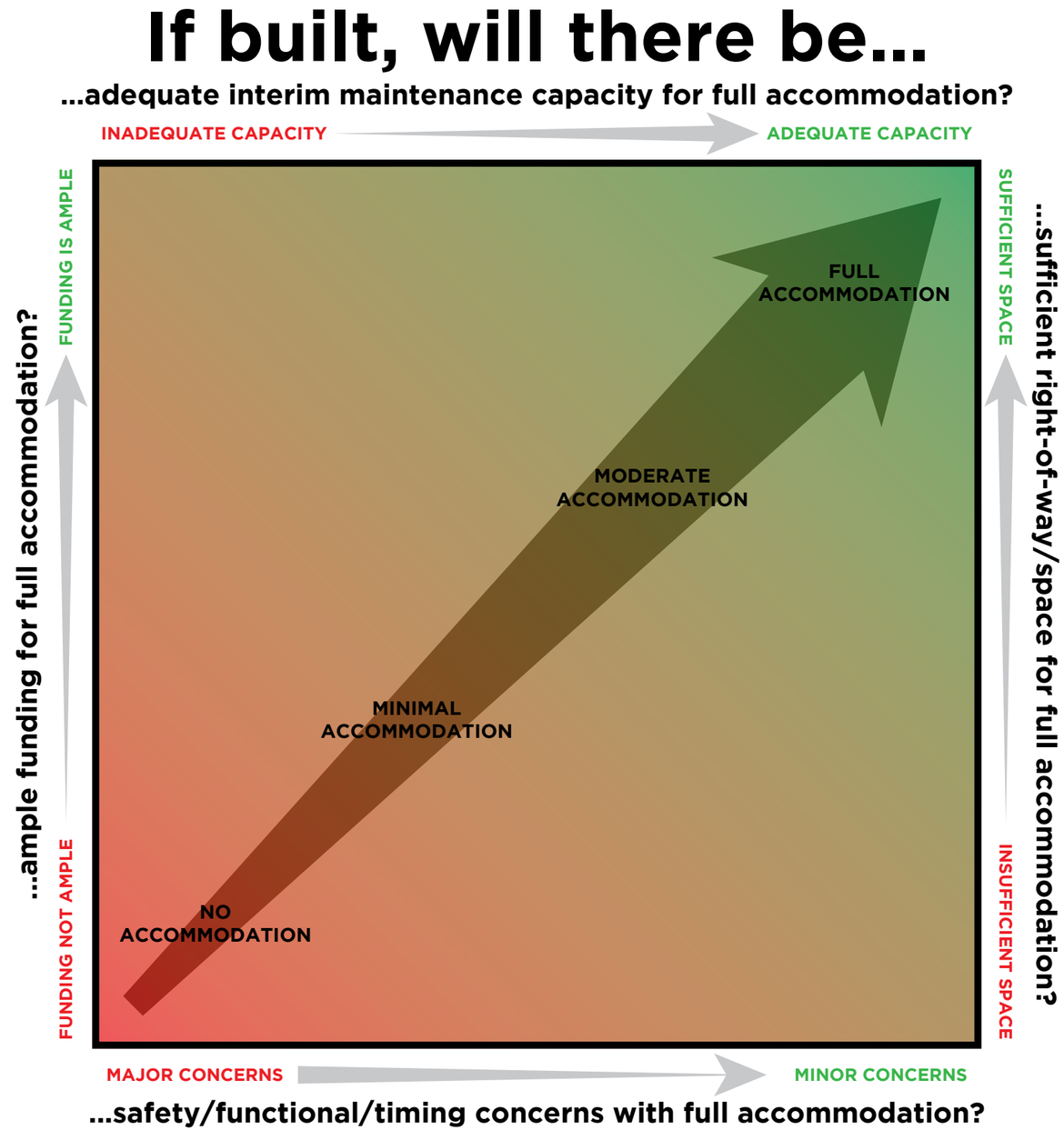
In cases where full accommodation would result in an isolated facility, the safety and individual utility of the improvements must be evaluated. The main factors to consider are:

- Do the accommodations address an existing safety deficiency?
- Would the lack of connectivity result in unsafe conditions for those using the isolated facility?
- Can users safely navigate between the isolated facility and the existing modal network?
- If constructed, would the accommodation be fully functional as an individual facility until connections are provided to the modal network?
- If not, is there another configuration option or phasing alternative for providing a functional connection during the interim period?

Timing

The final consideration in determining the appropriate accommodation approach is timing. Primarily, how long would the facility be isolated until it is connected to the rest of the modal network?

Figure 1: Accommodation Approach Selection Model



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IMPORTANCE OF THE COMMITTEE

The most critical means of implementing the Multi-Modal Accommodation Policy is through the establishment of a Multi-Modal Committee and integrating the Committee into the process of transportation decision-making. This section explains when and why the Multi-Modal Committee should be involved in the review of a project. Committee involvement at these specific points is best understood within the context of the facility's lifecycle.

THE ASSET LIFECYCLE

As illustrated in **Figure 2**, the lifecycle of a transportation asset or facility can be depicted as a cyclical process. This process begins when some need is recognized and a project is programmed in the Capital Improvement Program. The process ends when the facility is removed from the inventory or decommissioned. In between these two points, the life of a facility is measured in a series of overlapping and recurring life segments, phases and activities.

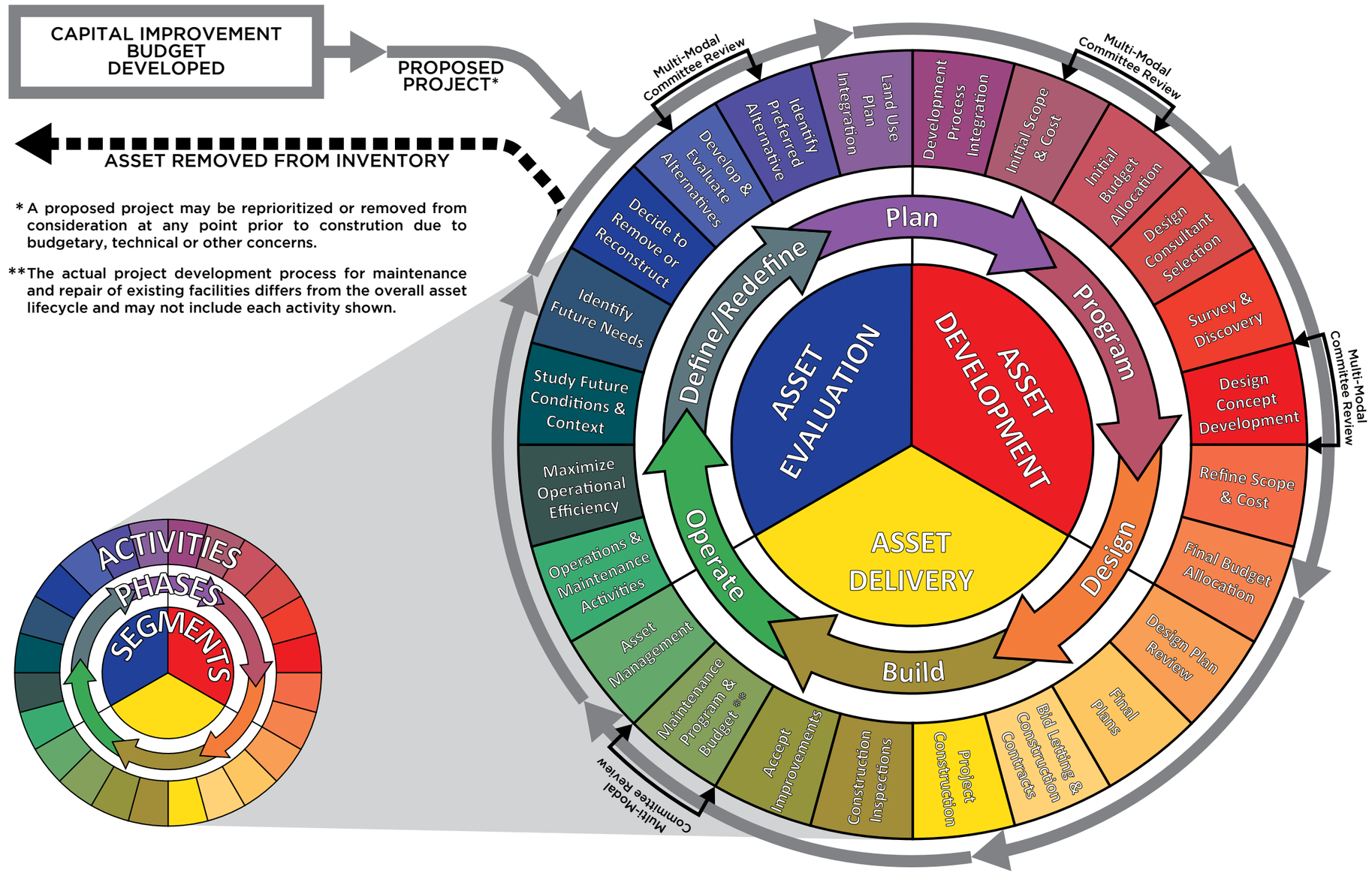
The lifecycle can be broken into 24 activities, each of which is described in this section. Relative to these Guidelines, each activity is a discreet action that occurs/recurs at approximately the same point through each round of the cycle. The activities can be broken into two different groupings called segments and phases.

Lifecycle segments describe the main purpose or goal behind conducting each activity in that segment. The segments include:

- Asset Development – Activities that prepare the way for a facility to meet identified needs.
- Asset Delivery – Activities that are carried out to provide a facility itself or provide the benefits of that facility toward meeting identified needs.
- Asset Evaluation – Activities that identify a facility's need or measure its performance at meeting an identified need.

The lifecycle phases are more specific in nature than the segments and help describe the objective of each activity. Phases are not coincidental to the segments,

Figure 2: Asset Lifecycle Diagram



but overlap at three points. The six distinct phases are:

1. Define/Redefine – The phase in which needs are identified and a facility is initially defined to meet identified needs or redefined to meet changing needs. This phase is in the Asset Evaluation segment.

2. Plan – The phase in which desired project elements are initially conceived and aligned with the City's overarching goals for community development. This phase is split between the Asset Evaluation and Development segments.

3. Program – The phase in which the project is aligned with the City's resources for implementation. This phase is in the Asset Development segment.

4. Design – The phase in which the project's construction plans and specifications are developed. This phase is split between Asset Development and Delivery segments.

5. Build – The phase in which the project is constructed. This phase is in the Asset Delivery segment.

6. Operate – The phase in which the project meets identified needs. This phase is split between the Asset Delivery and Define/Redefine segments.

BEGINNING POINT

Capital Improvement Budget Developed

The comprehensive plan, a neighborhood plan, an engineering study, a development proposal or citizen input first identifies the need or desire for a capital project. The project is included in Capital Improvement Program when it has been prioritized against other capital projects. The lifecycle of an asset begins at this point as a proposed project. The overall capital budget is allocated to individual proposed projects according to planning-level cost estimates.

PHASE 1: DEFINE/REDEFINE

Develop & Evaluate Alternatives

Generally, more than one design option may meet identified needs. Several possible alternatives are evaluated and compared. The assessment should include initial costs, benefits, maintenance considerations, community preferences and other factors. The existing, planned, and future land use context should also be considered in the evaluation. The evaluation may take place as part of a project specific study or a less detailed assessment.

PHASE 2: PLAN

Identify Preferred Alternative

At the conclusion of the evaluation of alternatives, a preferred alternative is selected for further development. It represents the most desirable solution to meeting the identified needs, based upon the evaluation. The Multi-Modal Committee should be involved in reviewing alternatives to ensure consistency with the City's Multi-Modal Accommodation Policy. Also, capital and maintenance projects should be reviewed to identify those where access to existing multi-modal accommodations need to be maintained during project construction.

Land Use Plan Integration

Just as existing and future land uses influence the selection of a preferred alternative, the preferred alternative may influence the way adjacent land can be developed. This should be considered when updating land use plans, implementing land use policy and acquiring right-of-way to keep development from encroaching into the project location.

Development Process Integration

The project and land use plans are considered during the development approval process after being established as official policy. Appropriate measures for mitigating future development's impacts to the planned facility are identified. For example, the dedication of auxiliary turn lanes or access easements can be required as conditions of development approval. The measures identified in this step can be implemented when new development occurs, as appropriate.

Initial Scope & Cost

Based on the preferred alternative, the initial design scope of work and associated budget is set.

PHASE 3: PROGRAM

Initial Budget Allocation

The project's initial budget is allocated as a capital expenditure. The Multi-Modal Committee should be involved in scoping and budgeting activities to ensure adequate funding is provided to meet the City's multi-modal project goals.

Design Consultant Selection

The project's design consultant is selected using the City's established selection process. The Request for Proposals/Qualifications assumes the project's initial scope, which was determined previously.

Survey & Discovery

After contract negotiations and approval, the selected design consultant begins the first phases of project design. The survey and discovery activities will help to determine if any deviations from scope are justified by site-specific conditions.

Design Concept Development

The project consultant develops the design concept upon which final designs and construction documents will be based. This generally includes investigating several concept options intended to meet project objectives. Stakeholder/community involvement activities are conducted to provide opportunity for public feedback. The Multi-Modal Committee should be involved in this phase so the final concept provides the City's desired level of multi-modal accommodation.

PHASE 4: DESIGN

Refine Scope & Cost

After a design concept has been approved, the scope of improvements is refined accordingly. The project consultant then provides an itemized construction cost estimate. The City then determines if the project will continue as planned, be reprioritized/rescheduled, or be removed from consideration.

Final Budget Allocation

The final project budget is established, based upon final scope and costs provided after concept development. The City may choose to have the selected consultant proceed with final designs or select a different consultant to complete the design phases. The final project budget includes final design, construction, and other costs like right-of-way acquisition and utility relocation.

Design Plan Review

City staff reviews design drawings at various points during their development. A revised construction cost estimate is provided with each set of review plans. This helps to ensure consistency with the approved concept design and City standards/specifications. Plan mark-ups and comments are provided by City staff as appropriate.

Final Plans

Final plans and construction cost estimates are developed that address mark-ups and comments provided during the review conducted by City staff. Traffic control plans are reviewed to ensure access to existing multi-modal facilities is maintained throughout construction as determined feasible. This step includes preparation of all construction documents necessary to bid the project.

PHASE 5: BUILD

Bid Letting & Construction Contract

The project bidding process is conducted and a contractor is selected to construct the project. The lowest qualified bidder is generally awarded the contract.

Project Construction

Construction activities may proceed when a contract has been executed between the City and the contractor. At this point, the City issues a notice to proceed.

Construction Inspection

The City inspects constructed improvements at various points during construction and upon project completion. During construction, temporary access

provided to existing multi-modal facilities is inspected to ensure consistency with traffic control plans. Inspection helps ensure the quality of construction and full delivery of all contracted services/improvements. Inspectors may require reconstruction of some improvements deemed of poor quality or inconsistent with City codes, standards and specifications.

Accept Improvements

After all contracted improvements and services have been completed according to plans and passed final inspection, the improvements are accepted and enter into the inventory of facilities. Facility operations may then proceed.

PHASE 6: OPERATE

Maintenance Program & Budget

When a facility enters the inventory and periodically throughout its useful life, it is critical to program, schedule and budget for required maintenance and repair. The Multi-Modal Committee should be involved in the development of significant repair and maintenance projects, as described on page 2. This will help ensure the city's multi-modal goals are implemented in a coordinated and cost-effective fashion.

Asset Management

Asset management is an administrative function that includes monitoring the facility's condition and operations. Monitoring condition helps to maximize maintenance budget and facilitate scheduling of maintenance activities. Performance is monitored by gathering and analyzing data to determine how well a facility is meeting identified needs. Asset management helps protect public investment in a facility by extending its useful life and improving the efficiency of maintenance activities.

Operations & Maintenance

In this stage, City staff carries out activities that allows the public to use the facility for its intended purpose(s). Such activities include traffic signal operations and traffic enforcement. Certain maintenance activities are preventative/routine in nature. For example, sealing cracks can prevent substantial damage to pavement and periodic reapplication of pavement markings preserves traffic operations. Also, occasional facility repairs like pavement patching are needed.

Maximize Operational Efficiency

When operational deficiencies are identified, operational changes are made to restore a facility's effectiveness at meeting needs. Operational deficiencies are often related to changes in the operating environment. For example, new development might increase the traffic volume and congestion at a particular intersection. A change in traffic signal timing/phasing might be an effective way to restore operational efficiency.

PHASE 1: DEFINE/REDEFINE

Study Future Conditions & Context

Anticipated conditions (i.e. safety, congestion, capacity) sometimes indicate the need for a new or upgraded facility. In the case of an existing facility, it may become increasingly difficult for the facility to continue meeting identified needs. A study may be conducted to determine the traffic conditions and land use context that can be anticipated in future years.

Identify Future Needs

When future mobility, safety, and anticipated land uses have been studied and quantified, community needs and desires can be identified for a particular location. Needs may be related to safety, changing public expectations, degrading facility condition, undesirable system performance, demographic changes or evolving land uses/development patterns.

Decide to Remove or Reconstruct

This activity is applicable only to existing facilities. After future conditions are studied and needs have been identified, a facility's ability to meet community needs must be assessed and a decision made as to the facility's viability. The facility may have remaining useful life and the ability to meet anticipated needs after rehabilitation. In some cases, the facility may require modifications in addition to rehabilitation. However, when rehabilitation/reconstruction becomes infeasible, the facility may need to be removed from the system and perhaps replaced altogether.

ENDING POINT

Asset Removed From Inventory

The ending point of the transportation facility lifecycle comes when the asset is removed from the City's system inventory. Under most circumstances, transportation facilities are not removed from the inventory once constructed, but continue evolving through the lifecycle to meet changing conditions. However, occasionally assets are removed from the City's inventory when they are no longer required to meet community needs.

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DEFINITION & PURPOSE

The term routine accommodation refers to the practice of planning, designing, constructing, operating, and maintaining streets to provide safe and efficient access for all users of all modes of transportation. It also infers that this practice is part of the normal programming and design processes.

Proactive implementation of routine accommodation helps to reduce costs associated with transportation infrastructure and improve the efficiency of City resources. Designing streets to the appropriate degree of accommodation avoids the need for future retrofit projects, which tend to be more expensive and less effective in the long run.

As stated in the Multi-Modal Accommodation Policy, it is the City's intent to practice routine accommodation. The Street Design Guidelines outline the process and principles whereby routine accommodation will be integrated into the City's transportation decision-making and street design processes.

MODAL ACCOMMODATION

The key to successful implementation of routine accommodation is striking the correct balance of modal accommodations for a street in order to achieve the City's multi-modal goals. It is neither practical, feasible nor necessary for every street to provide ***separate dedicated facilities*** for each mode of transportation. Rather, the appropriate mix of accommodations for any given street is based on meeting community needs for ***functional, safe, and efficient networks*** for all users of each mode of transportation. The networks are integrated into the overall transportation system. Individual modal networks are provided for pedestrians (including mobility devices), bicyclists, and motor vehicles (including cars, trucks, motorcycles, buses, emergency vehicles and commercial vehicles).

ACCOMMODATION SCENARIOS

The City's network-based approach means that each street may accommodate the different transportation modes to varying degrees. There are five general scenarios for achieving the appropriate degree of accommodation for an individual street design project.

SCENARIO 1

Scenario 1 provides shared accommodations for all modes of transportation. All users share the travel lane of a street. Generally, this scenario is applicable only to local streets and collector streets with space constraints or barriers. Scenario 1 is appropriate for streets with:

- Low bicycle/pedestrian demand
- Low traffic volume and travel speed
- Predominantly residential land uses
- Low to moderate development intensity

SCENARIO 2

Scenario 2 provides a shared use sidepath for the use of bicycles and pedestrians, but accommodates motor vehicles in the travel lane. This scenario may be applicable to streets of any functional classification where the following conditions exist:

- Low to moderate bicycle/pedestrian demand
- Moderate to high traffic volume
- Moderate travel speed
- Low to moderate intensity residential development
- Low intensity commercial corridors
- Moderate to high intensity commercial corridors where access spacing is sufficient to minimize operational conflicts

SCENARIO 3

Scenario 3 provides a sidewalk for the use of pedestrians with bicycles and motor vehicles sharing the travel lane. This scenario is appropriate for streets of any functional classification where the following conditions exist:

- Moderate to high pedestrian demand
- Low to moderate bicycle demand
- Low to moderate traffic volume and travel speed
- Moderate development intensity
- Commercial or mixed-use corridors in close proximity to residential neighborhoods

SCENARIO 4

Scenario 4 provides a sidewalk for pedestrian use and partially shared accommodations for bicycles and motor vehicles. Streets with roadside ditches provide a paved shoulder while streets with curb and gutter have shared lane markings (sharrows) in the outside travel lane. This scenario is applicable to bicycle boulevards, collectors and arterials where space constraints or barriers are not ideal for a bike lane. It also may be preferred to have partially shared accommodations for bicyclists and motor vehicles. Scenario 4 is appropriate under the following conditions:

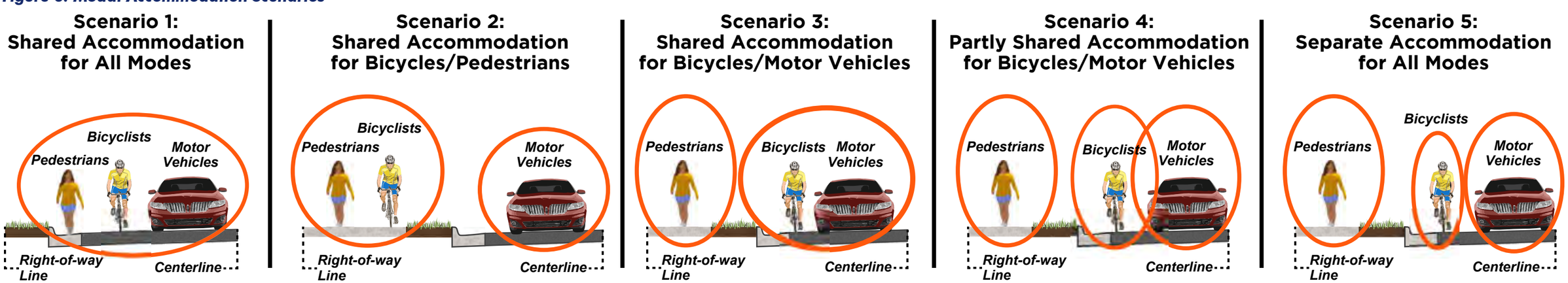
- Moderate to high bicycle/pedestrian demand
- Low to moderate to traffic volume and travel speed
- Moderate to high development intensity
- Any land use type

SCENARIO 5

Scenario 5 provides dedicated accommodations for all modes within the street right-of-way. A sidewalk is provided for pedestrians and the travel lane is for the use of motor vehicles. Bicycles are accommodated with a bike lane. This scenario is appropriate for collector or arterial streets with:

- Moderate to high bicycle/pedestrian demand
- Moderate to high traffic volume
- Moderate travel speed
- Moderate to high development intensity
- Any land use type

Figure 3: Modal Accommodation Scenarios



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INTRODUCTION

The continuing development of an integrated transportation system that balances the needs of all users and modes in the design of streets is a priority for Wichita. This will not lead to designated facilities on all streets, as it is not feasible or necessary in all circumstances. Rather, every street should be designed to safely accommodate all modes so that there are no unreasonable barriers to traveling by any given mode. The street design process should balance the need to accommodate individual modes of travel in a safe, efficient, and cost effective manner.

Street design should first and foremost consider the safety of all street users. Design should also consider the context of the surrounding area and the street function. Available right-of-way, existing curb locations, and drainage features often limit street design and space available for accommodating users and street activity.

This chapter first identifies a process for designing streets through the use of a decision tree. The design of a street should take a comprehensive look at the context and function of the street. The decision tree guides the design of a street by identifying the appropriate context of the surrounding development and land use as well as the function of the street in accommodating all modes of travel.

The context and street function options identified in the decision tree are defined in this chapter. The differences in development intensity, primary land use, street classification, and drainage type are explained to aid in selecting the appropriate options in the decision tree. The street functions are explained within the framework of street functional zones. Each zone is explained and guidance is provided for proper space allocation for each zone based on the function of the zone. The space allocation for each zone also takes into account the context and street function. Space allocation matrices are also provided to show preferred and constrained widths for each zone.

The preferred space allocation is generally under the ideal circumstances. However, each street design should be based on the individual needs for the specific street or segment. The constrained widths identified may not be able to be achieved in certain instances. The guidance provided in this document is simply guidance. To the degree appropriate, this guidance should be followed. However, flexibility in design is needed and should be accommodated as individual circumstances will influence design.

The space allocation matrices and guidance in this section are based on information gathered from a variety of sources. The City of Wichita reviewed source information and selected the recommended space allocation desired. Designers should consult appropriate sources to ensure proper design. See **Appendix C** for a list of referenced source documents.

DECISION TREE

Determining the proper accommodations for each mode of travel and all street-level activity is the first step in designing a street. Plans, engineering studies, and other efforts to identify needs and desires for a particular street should precede the use of the decision tree. Once the needs and desires are identified, the decision tree can then be used to start the design process.

The decision tree is a tool that should be used in the initial stages of design. It will aid in determining proper space allocation and design of a street cross-section that appropriately accommodates all modes and street-level activities in a context-sensitive manner.

The space dedicated for individual components of a street cross-section, such as sidewalks and on-street parking are dependent upon many variables. The decision tree presents a set of options for each variable. Once the options are selected, the corresponding space allocation matrix is used to identify preferred and constrained space allocation for individual components of the street cross-section.

HOW TO USE THE DECISION TREE

Step 1

Once a project location has been defined and a general idea of the accommodations to be included have been defined, the first step is to determine if the street is a two-way or one-way street. There are two decision trees; one for two-way streets and one for one-way streets. **Figure 4** is the two-way street configuration decision tree and **Figure 5** is the one-way street configuration decision tree.

Step 2

The next step of the decision tree defines the context of the street. The decision tree offers options to select the appropriate development intensity, primary land use, street classification, and drainage characteristics. Definitions of each option are provided later in this chapter. The options selected will guide how the street is designed to complement the context. Consideration should be given to existing, approved, planned, and future context.

Step 3

The final step of the decision tree defines the elements and accommodations to be included within the street right-of-way. The decision tree guides the selection of appropriate accommodations for pedestrians, transit users and vehicles, bicyclists, and motor vehicles as well as other elements of design including on-street parking, raised medians, or left turn lanes. Each accommodation fits within a specific functional zone of the street. Consideration should be given to existing, approved, planned, and future modal accommodations.

Each street is comprised of functional zones. Each zone has a different function and is designed for that specific function. Working through the decision tree will guide the design and space allocation for each functional zone based on characteristics of the street.

Once an option is selected for each variable in the decision tree, identify the proper space allocation. There are four space allocation matrices identified later in this chapter; Urban, General Urban, Suburban Curb & Gutter, and Suburban Open Ditch. Refer to the appropriate matrix based on the selected development intensity and drainage option. Each matrix identifies the preferred and constrained widths for each component of the street right-of-way.

There is additional design guidance provided later in this chapter in the Street Functional Zones section that complements the matrices. These sections provide additional guidance and include guidance for special circumstances.

There are also examples provided in **Appendix B** showing the layout of a few typical street cross-sections. These examples were selected to show common street cross-sections for Wichita. They show a plan view and a cross-section view as well as the corresponding options selected from the decision tree. They also show preferred and constrained dimensions.

There will be certain instances where, even under the constrained situation, space within the existing right-of-way will not allow the provision of the space identified for the constrained widths for each zone. In these instances, the Multi-Modal Committee and City Engineer will need to make a determination on how to proceed. Certain zones may need to be removed or reduced beyond the constrained widths identified in the matrices. However, required standards and design criteria must still be met.

WHEN TO USE THE DECISION TREE

When defining an initial scope for a street project, the City may use the decision tree to identify how specific modes of travel and activities will be accommodated within the street. The proper space allocation matrix can be referenced to see if there is sufficient right-of-way to accommodate the desired design elements.

For new streets, the decision tree and appropriate matrix can aid in determining the amount of right-of-way needed to properly accommodate the desired design elements.

When retrofitting streets where right-of-way is constrained or there is not a desire to move existing curbs and drainage features, the decision tree and appropriate matrix can aid in determining if there is sufficient space for all desired accommodations.

Later in the street design process when developing a design concept, the decision tree can be used to reassess the initial scope and refine accommodations. As issues emerge, the decision tree and corresponding matrix can also aid in reassessing and refining design.

Figure 4: Two-Way Street Configuration Decision Tree

CONTEXT CHARACTERISTICS	DEVELOPMENT INTENSITY:	Suburban	General Urban	Urban Core		**CONSIDERATIONS:** Existing, approved, planned, and future context characteristics; building setbacks; building orientation; block length; building height, building width; vehicle speed; off-street parking availability and on-street parking need; ROW limitations; curb to curb limitations; historic structures or districts; conservation or preservations elements; topography; design council review; plazas; streetside activities such as sidewalk patios; landscaping; utilities; existing street trees or other landscaping
	PRIMARY LAND USE:	Residential	Mixed-use / local business	Regional business	Industrial	
	STREET CLASSIFICATION:	Arterial	Collector	Local		
	DRAINAGE:	Curb & gutter	Open ditches			
SIDE 1 STREET FUNCTION	OFF-STREET BIKE/PED FACILITIES:	None	Sidewalk	Side path		Pedestrian demand; bike demand; presence of on-street bike facilities
	TRANSIT LEVEL OF AMENITY:	0	1	2	3	4	Transit presence; transit demand
	ON-STREET PARKING TYPE:	None	Parallel	Angled (45°)	Angled (60°)	Perpendicular (90°)	Transit presence; parking demand; loading/unloading zones; on-street bike facility type
	ON-STREET BIKE FACILITIES:	Travel lanes only	Shared lane markings	Bike boulevard	Bike lane	Buffered bike lane	Paved shoulder	Bike Master Plan; type, turnover, and duration for on-street parking; gutter pan; utility access and drainage covers
	TRAVEL LANES:	1 lane	2 or more lanes			Traffic demand; vehicle type mix; pedestrian crossing demand
	CENTER LANE/MEDIAN:	None	Raised median*	Continuous left turn lane		*may include left turn lanes at intersections	Turning demand; spacing of access points; pedestrian crossings including mid-block crossings
SIDE 2 STREET FUNCTION	TRAVEL LANES:	1 lane	2 or more lanes			Traffic demand; vehicle type mix; pedestrian crossing demand
	ON-STREET BIKE FACILITIES:	Travel lanes only	Shared lane markings	Bike boulevard	Bike lane	Buffered bike lane	Paved shoulder	Bike Master Plan; type, turnover, and duration for on-street parking; gutter pan; utility access and drainage covers
	ON-STREET PARKING TYPE:	None	Parallel	Angled (45°)	Angled (60°)	Perpendicular (90°)	Transit presence; parking demand; loading/unloading zones; on-street bike facility type
	TRANSIT LEVEL OF AMENITY:	0	1	2	3	4	Transit presence; transit demand
	OFF-STREET BIKE/PED FACILITIES:	None	Sidewalk	Side path		Pedestrian demand; bike demand; presence of on-street bike facilities

Figure 5: One-Way Street Configuration Decision Tree

CONTEXT CHARACTERISTICS	DEVELOPMENT INTENSITY:	Suburban	General Urban	Urban Core		**CONSIDERATIONS:** Existing, approved, planned, and future context characteristics; building setbacks; building orientation; block length; building height, building width; vehicle speed; off-street parking availability and on-street parking need; ROW limitations; curb to curb limitations; historic structures or districts; conservation or preservations elements; topography; design council review; plazas; streetside activities such as sidewalk patios; landscaping; utilities; existing street trees or other landscaping
	PRIMARY LAND USE:	Residential	Mixed-use / local business	Regional business	Industrial	
	STREET CLASSIFICATION:	Arterial	Collector	Local		
	DRAINAGE:	Curb & gutter	Open ditches			
STREET FUNCTION	OFF-STREET BIKE/PED FACILITIES:	None	Sidewalk	Side path		Pedestrian demand; bike demand; presence of on-street bike facilities
	TRANSIT LEVEL OF AMENITY:	0	1	2	3	4	Transit presence; transit demand
	ON-STREET PARKING TYPE:	None	Parallel	Angled (45°)	Angled (60°)	Perpendicular (90°)	Transit presence; parking demand; loading/unloading zones; on-street bike facility type
	ON-STREET BIKE FACILITIES:	Travel lanes only	Shared lane markings	Bike boulevard	Bike lane	Buffered bike lane	Paved shoulder	Bike Master Plan; type, turnover, and duration for on-street parking; gutter pan; utility access and drainage covers
	TRAVEL LANES:	1 lane	2 or more lanes			Traffic demand; vehicle type mix; pedestrian crossing demand
	ON-STREET BIKE FACILITIES:	Travel lanes only	Bike lane	Buffered bike lane		Bike Master Plan; type, turnover, and duration for on-street parking; gutter pan; utility access and drainage covers
	ON-STREET PARKING TYPE:	None	Parallel	Angled (45°)	Angled (60°)	Perpendicular (90°)	Transit presence; parking demand; loading/unloading zones; on-street bike facility type
	OFF-STREET BIKE/PED FACILITIES:	None	Sidewalk	Side path		Pedestrian demand; bike demand; presence of on-street bike facilities

CONTEXT & FUNCTION

Conventional street design has focused on safe and efficient vehicular travel and providing access to adjacent land development. Typical street design parameters include existing and projected traffic volumes, design vehicle, and street classification. An increasingly important consideration in street design is the context.

Context refers to the physical environment within and surrounding the street as well as human interactions with the street. The development intensity and primary land use are major considerations when developing context-sensitive street designs.

Included in the human interactions is how the street functions to move people. The street functional classification defines how people use the street to travel and access adjacent developments. Classification is a major consideration when determining how to accommodate travel appropriately along a street.

The final consideration for context is the type of drainage to be used. Although not explicitly an element of surrounding context, drainage type is a secondary element of street design influenced by the context. Most urban streets use curb and gutter along with underground storm sewers to manage stormwater runoff. In some suburban settings, it is best to use open drainage ditches to manage stormwater. In either circumstance, the drainage type has a major influence on the street design.

Historically, development intensity and primary land use have not been considered to the extent currently desired. By explicitly considering these elements of context in the design of all streets, they will better complement the adjacent land uses and enhance safety and functionality of the street for all users.

In the street design process, determining all elements of the context should occur early in the process. Consideration should be given to the existing, approved, planned, and future context.

DEVELOPMENT INTENSITY

The development intensity describes the current and anticipated future land development characteristics such as physical form along a corridor and areas surrounding the corridor. The development intensity is generally highest in the urban core and gradually diminishes as you move outward into the general urban and suburban areas.

Development intensity influences the design and space allocation for different street elements due to the unique characteristics of activity along and surrounding the street. Higher intensity developments often include more pedestrian and transit activity where lower intensity developments are often more automobile-oriented.

Figure 6 identifies the general locations of the urban core, general urban, and suburban areas. This map is meant as a starting point in determining development intensity. Determining the appropriate development intensity should occur on a case-by-case basis to accurately assess existing conditions as well as consider approved, planned, and future development intensity.

URBAN CORE

The urban core generally includes downtown Wichita and corridors extending from downtown that have a high intensity of development. The characteristics of the urban core generally include the following:

- Grid street pattern with sidewalks on both sides of street
- Short blocks
- Taller buildings
- Smaller or no setbacks from the right-of-way
- Smaller or no setbacks between adjacent buildings
- Building entryways directly adjacent to and facing sidewalks along street
- Parking provided on-street, shared between properties, or behind/beside buildings
- High degree of neighborhood and smaller-scale commercial and entertainment activity
- High degree of pedestrian and transit activity
- Main commercial, retail, and leisure center

Streets in the urban core should be designed to create a walkable and transit-friendly environment focusing on the safety of all street users. They should have a high degree of amenities that promote walking, bicycling, and transit while safely accommodating vehicular travel and parking needs.

GENERAL URBAN

The general urban area generally includes areas outside of downtown Wichita developed prior to the 1960s. The characteristics of the general urban area typically include the following:

- Primarily grid street pattern
- Short to medium blocks
- Small to medium setbacks from the right-of-way
- Small to moderate setbacks between buildings
- Building entryways mixed between facing street and facing parking
- Parking provided primarily on-street or in front/beside buildings
- Neighborhood commercial activity
- Moderate degree of pedestrian and transit activity

Depending upon the corridor, different modes of travel will have priority in the general urban area. Streets in this area should be designed to accommodate all travel modes to the degree needed to support current and expected use. They should promote walking and biking, especially at the neighborhood level and provide quality access to transit.

SUBURBAN

The suburban area generally includes areas outside of the general urban area. The characteristics of the suburban area typically include the following:

- Primarily single family residences
- Large blocks
- Scattered large-scale commercial development
- Large setbacks from the right-of-way
- Large setbacks between buildings
- Building entryways oriented to parking lot
- Large parking lots in front of buildings
- Regional commercial activity
- Low degree of pedestrian and transit activity
- Automobile-oriented development
- Hierarchical street pattern with extensive use of cul-de-sacs and loop streets

Streets in the suburban area should be designed to accommodate all travel modes while understanding the primary means of travel will likely be via automobile. However, pedestrian and bicycle travel should be encouraged especially at the neighborhood level and provisions for longer bicycle trips should be included. Developing these connections is key in order to deal with the larger blocks. It is also important to accommodate transit based upon transit need and achieving transit goals.

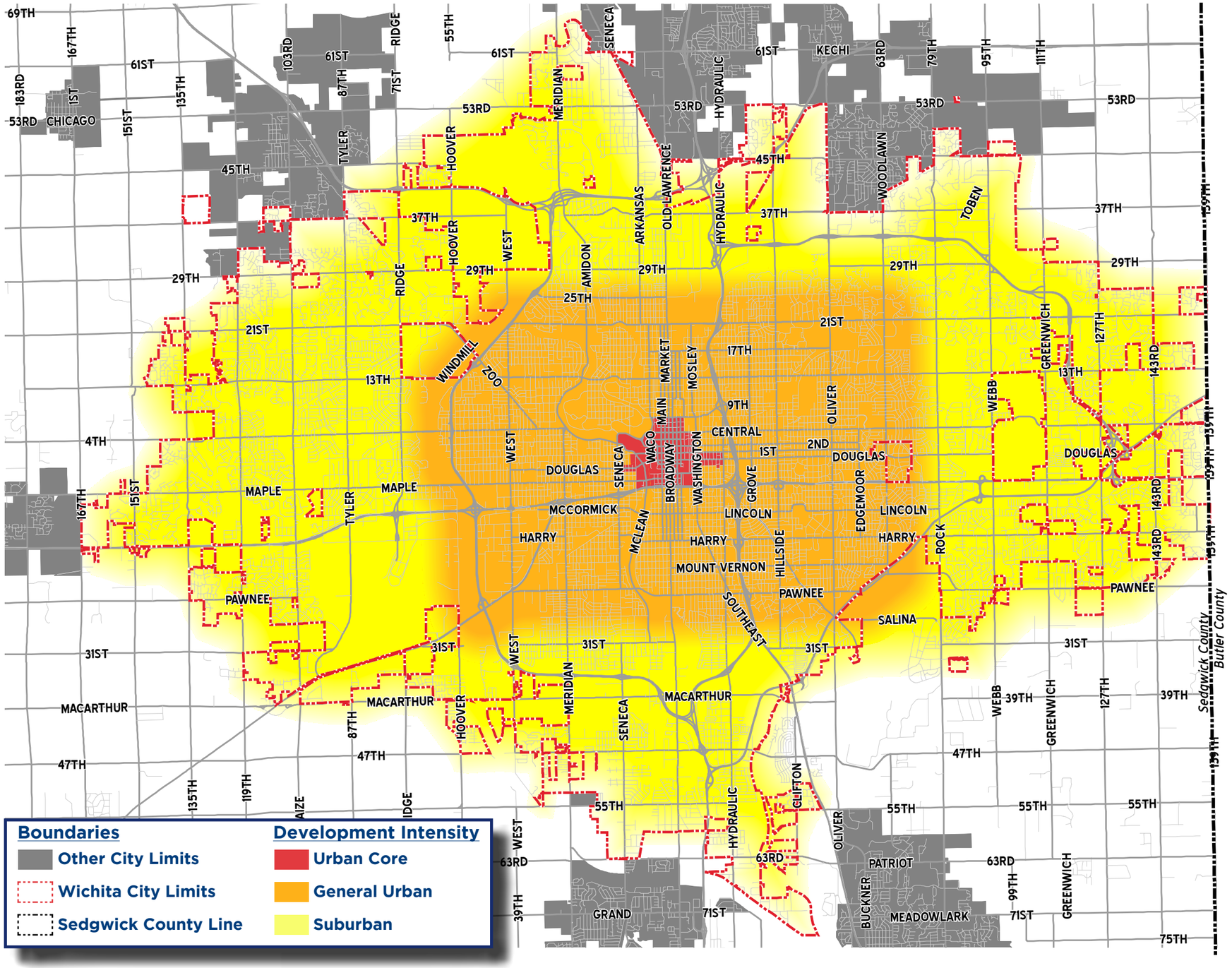
PRIMARY LAND USE

In addition to development intensity, land use has a major influence on how we use our streets and how the streets interact with the adjacent developments. Corridors or street segments often include multiple types of adjacent land uses.

Street design should be based on how the street interacts with the land uses while accounting for the development intensity. The primary, or most common land use should be a main consideration. The options identified as the primary land use include residential, mixed-use / local business, regional business, and industrial. Consideration should be given to the existing, approved, planned, and future primary land use.

Figures 7, 8, and **9** show examples of each primary land use within each of the three development intensity areas.

Figure 6: General Development Intensity Guide



RESIDENTIAL

Residential land uses are dominated by houses, duplexes, apartments, condominiums, mobile homes, and other types or residences. Residential uses include low-, medium-, and high-density and a street could include a mixture of densities. When residential land uses are the primary use, they often include commercial or entertainment areas which are typically located at major intersections.

Compared to streets along commercial or mixed-use land uses, residential streets have a lower degree of pedestrian and transit activity. This normally constitutes less space being provided for these activities, but is dependent upon mobility needs and demand.

MIXED-USE/LOCAL BUSINESS

Mixed-use and local business, although different in development type, often interact similarly with the street and its users. Mixed-use is simply a mix of local business and residential land uses. This type of land use typically has higher business and residential density in close proximity to one another.

Local business land uses are primarily smaller-scale commercial developments that often cluster together. They normally occur in the urban core or general urban area along arterials or collectors. Mixed-use/local business uses do not typically occur in suburban areas. Although local businesses are common in suburban areas, they are typically clustered together in mall-type developments which form more of a regional business development.

Mixed-use/local business land uses have the following characteristics:

- Mix of higher-density residential and smaller-scale commercial
- Vertical integration of commercial and residential uses within the same building or horizontal integration with minimal spacing between uses
- Smaller-scale strip malls
- Smaller parking lots which are often not shared with other businesses

- Restaurants and entertainment venue
- Often integrated and well connected to surrounding neighborhood
- Draws trips from a relatively close proximity

Mixed-use/local business uses create an environment that increases the demand for walkable corridors due to the close proximity of residences to businesses.

REGIONAL BUSINESS

Regional business land uses include large-scale or regional business centers that attract trips from large distances, as well as local business centers in a suburban context. Regional business land uses have the following characteristics:

- Larger scale business development
- Larger front and side setbacks
- Large parking lots typically between the buildings and the road, which are often shared between businesses
- Regional malls and larger-scale strip malls
- Often separated from surrounding neighborhood
- Draws trips from around the region creating longer travel distances

INDUSTRIAL

Industrial land uses are dominated by light to heavy industrial development. Industrial land uses have the following characteristics:

- High amount of truck traffic generation and attraction
- Manufacturing
- Larger scale buildings

Figure 7: Urban Core Examples

Figure 8: General Urban Examples

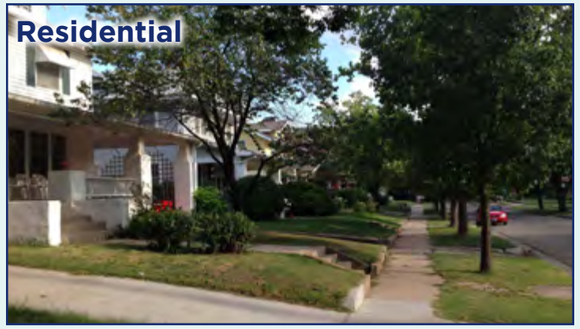


Figure 9: Suburban Examples

STREET CLASSIFICATION

Wichita's network of streets work together to allow us to safely and efficiently travel to our destinations. There is a hierarchy of street classifications, which describe the street's function in term of access and mobility for vehicular travel. Arterial are the highest street classification, followed by collectors and then locals. The classification of a particular street plays a major role in determining the proper space allocation for different street elements.

The traditional means of classifying streets into arterials, collectors, and locals does not provide for the consideration of the variations in the vehicular function based on the development intensity and land use along the street. Although traditional classification methods separate urban from rural, they do not provide sufficient detail in the differences that come along with different development intensities and primary land uses. This section includes descriptions about how the function of a certain street classification varies based on development intensity.

The determination of the appropriate street classification for a street design should be based on an approved street classification map. However, consideration should be given to potential changes in street function that may occur due to the project itself or land development changes.

ARTERIAL

Arterials provide the highest degree of mobility and the lowest degree of access to adjacent properties of all the street classifications. They provide the highest level of service for vehicular travel at the greatest speed for the longest uninterrupted distance. In the context of this document, arterials will focus on arterials not considered freeways or highways. In Wichita, the arterials include heavily traveled mile-line roads such as Rock Road, Maize Road, and Central Avenue. Characteristics of arterials generally include the following:

- Carry longer trips
- Carry a major portion of trips into, out of, and through Wichita
- Carry a high number of vehicles per day
- Operate at higher speeds
- Common transit corridors
- Serve major centers of activity
- Focus on major traffic movements rather than access to adjacent properties

Arterials in suburban, general urban, and the urban core areas may function differently. Although they all provide the highest degree of mobility within the corresponding area, the character of arterials differ based upon development intensity. The major differences are the varying degrees of access provided to development as well as the vehicular travel speed. Urban core arterials typically require much more direct property access due to development intensity and have slower posted speed limits. They also typically have on-street parking. Suburban arterials typically have higher posted speeds, do not provide on-street parking, and require less access because of lower development intensity. General urban arterials typically fall in the middle on posted speed and property access provided.

COLLECTOR

Collectors provide less mobility than arterials, but they provide more access to adjacent land developments. They channelize trips from the local street network onto arterials for longer trips. They carry fewer vehicles than arterials and for shorter distances. They provide a link from local streets to arterials and vice versa. Characteristics of collectors include the following:

- Carry moderate to short trips
- Carry a moderate number of vehicles per day
- Operate at lower speeds
- Provide a moderate degree of land access
- Provide circulation within neighborhoods and subareas
- Occasionally carry transit

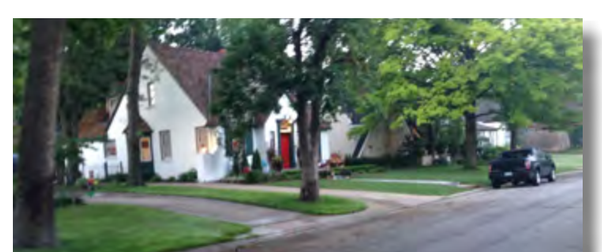
Collectors in different development intensities function slightly differently. Collectors in the urban core strike a balance between mobility and land access. Suburban collectors typically connect residential local streets to the arterial network and are primarily surrounded by residential uses.

LOCAL

Local streets focus on providing direct access to developments. Their primary purpose is to provide access to adjacent land use and typically do not provide a high degree of mobility. They typically discourage through traffic and carry very short trips. Characteristics of local streets include the following:

- Carry very short trips
- Carry a low number of vehicle per day
- Operate at low speeds
- Provide a high degree of land access
- Rarely carry transit

Local streets do not function differently between development intensities. The primary function is to provide direct land access and therefore, carry minimal traffic.



DRAINAGE

CURB & GUTTER

Curb and gutter drainage is typical in an urban setting and is often found in suburban areas. It includes curbs and gutter pans to channel stormwater runoff on the street to drain inlets along the curb to a culvert underground. The presence of curb and gutter impacts the space allocations of parking, bicycle lanes, and outside travel lanes.

OPEN DITCHES

Open ditches collect, store, and transfer stormwater runoff along the sides of streets. Most often open ditch streets are found in rural or suburban areas.

Open ditches affect many elements of design. The design requires the use of a shoulder, which can be used for accommodating bicyclists. Normally, much or all of the space between the shoulder and the property line is used for the open ditch, leaving little or no room for amenities or accommodations outside the paved portion of the street.

STREET FUNCTIONAL ZONES

The street right-of-way is divided up into several street functional zones. Each functional zone is designed to accommodate specific activities, uses, and modes of travel. There are two major functional zones; the sidewalk zone and the travel zone. These are segmented into lesser zones that comprise these two major functional zones.

Figure 10 at the bottom of the page shows an example cross-section with the street functional zones. There may be circumstances, such as the inclusion of cycle tracks, that would cause locations of the zones to vary. But in general, it shows the typical location for each zone. This figure is a hybrid selection to illustrate the range of street functional zones and is not a typical cross-section.

SIDEWALK ZONE

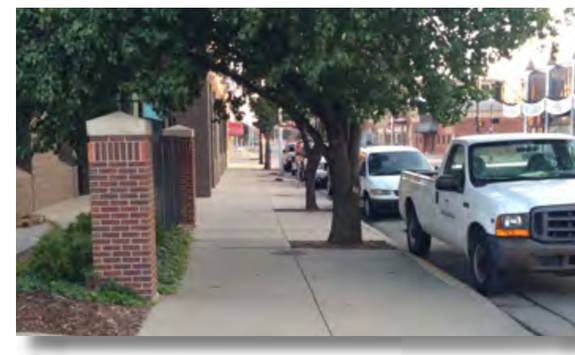
The first major functional zone is the sidewalk zone, which is the portion of the street that accommodates non-vehicular activity. It extends from the property line to the inside edge of the gutter or shoulder and is comprised of the frontage zone, pedestrian zone, amenity zone, and curb zone. However, not all of these zones must be present in each sidewalk zone.

The space allocated to the sidewalk zone should be based on the function of the individual zones that comprise the sidewalk zone as well as the space needed to buffer elements and users of the sidewalk zone from the travel zone. Pedestrians also desire a buffer from vertical elements as they tend to shy away from these elements, effectively narrowing the pedestrian area. The shy area on both sides of the pedestrian zone should be a consideration in the design of the sidewalk zone.

The functions of each individual zone typically vary by context as well as the adjacent building ground floor use. Wide sidewalk zones are typical in areas with high pedestrian and transit use as well as ground floor building activity. Narrower sidewalk zones are typical where pedestrian and transit use is minimal and there is little to no interaction of the ground floor building activity and the sidewalk zone.

The sidewalk zone must be at least 8 feet wide to accommodate transit stops. The Americans with Disabilities Act (ADA) requires a 5 foot long (parallel to curb) by 8 foot wide (perpendicular to curb) pad for a landing area. This pad can extend through the entire sidewalk zone, which may be necessary in constrained situations.

In street cross-sections using open drainage ditches, the sidewalk zone includes open ditches and may or may not include all or any of the other zones comprising the sidewalk zone. The space allocation for the sidewalk zone in an open ditch section should be evaluated on a case by case basis, as it is heavily dependent upon drainage requirements.

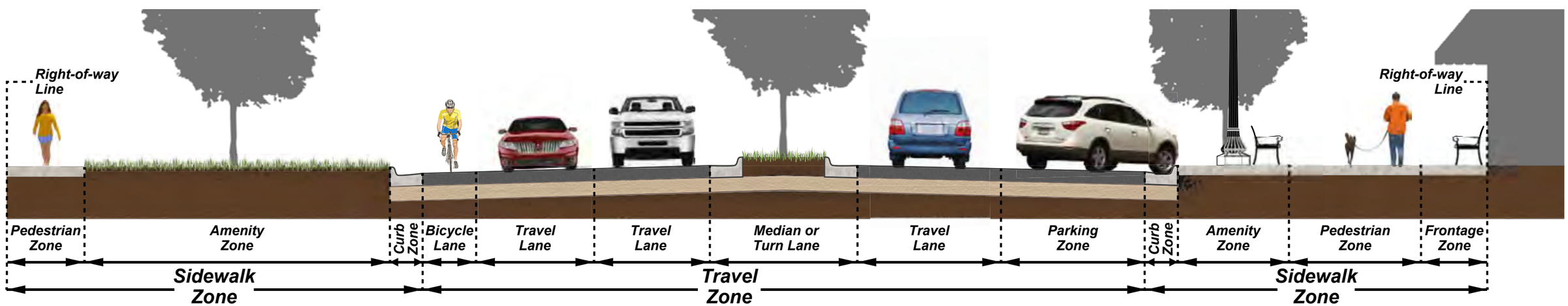


TRAVEL ZONE

The second major functional zone is the travel zone, which is the portion of the street that accommodates vehicular activity. It extends from the inside edge of the gutter or shoulder to the inside edge of the gutter or shoulder on the other side of the street. The travel zone is comprised of the parking lane, bicycle lane, travel lane(s), and median/left turn lane(s). However, not all of these zones/lanes must be present in each travel zone.

The space allocated to the travel zone should be based on the function of the individual zones that comprise the travel zone. The functions typically vary based on demand for on-street bicycle travel, on-street parking, and all types of vehicle travel such as automobiles and transit vehicles. They also vary based on context, adjacent land use, and street classification.

Figure 10: Street Functional Zones



FRONTAGE ZONE DESIGN

The frontage zone is the area within the sidewalk zone between the property line and the pedestrian zone, as shown in **Figure 11**. It serves as a buffer between pedestrians on the sidewalk and adjacent buildings or other vertical elements on the property line such as fences or landscaping. This zone is often integral when there is no front building setback where the building face is located on the property line. Pedestrians shy away from vertical elements so the frontage zone provides for this 'shy' distance, which is typically around 1.5 feet. It also provides space for swinging doors on buildings, window shoppers, street cafes, private street furniture, private signage, and merchandise displays.

The frontage zone also provides a pedestrian shy area in situations where other vertical elements are present on the edge of the property line, such as fences, shrubs, or retaining walls.

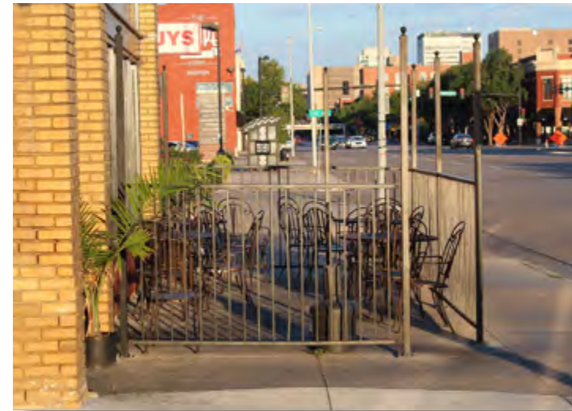
Typical amenity zone elements such as benches and trash cans, can be placed in the frontage zone. Where no amenity zone exists, placement of typical amenity zone elements such as benches, light poles, and trash cans may be placed in the frontage zone. However, caution must be taken to make sure there are no issues with incompatible elements being placed next to the property line such as street trees right next to the building face.

DESIGN GUIDELINES

The frontage zone is not recommended in all situations. If included, the frontage zone is recommended to be 1 to 8 feet wide. The variation is based on the building setback, building orientation, desire for space for sidewalk cafes, and presence of adjacent sidepath.

Where there is no building setback, which is common in the urban core area, the frontage zone should be at least 1 foot wide in residential areas and 2 feet in all with all other land uses to provide for a shy zone for pedestrians. It is preferred to provide 2.5 to 3 feet for the frontage zone when there is no setback, depending upon street classification. Providing this space is important when the building entrances are directly adjacent to the sidewalk zone to allow space for pedestrians when building doors open. The space also allows for the placement of private signs and other elements and activities outside of the pedestrian zone. To the extent practical, vertical elements in the frontage zone should not be placed where they will obstruct pedestrian zone use. Although not necessary in all situations, this zone is often paved when there is no building setback.

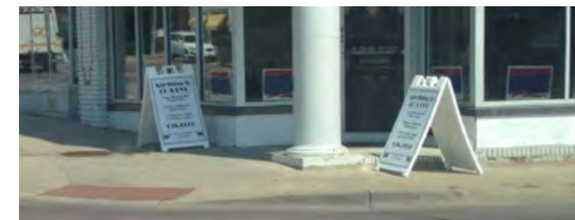
In instances where a sidewalk cafes may be expected directly adjacent to the building face or property line, the frontage zone should be a minimum of 6 feet wide and preferrably 8 feet wide. However, sidewalk cafes can be placed in the amenity zone. The location of a sidewalk cafe within the overall sidewalk zone should be considered.



Where there is a setback and a sidewalk will be included, it is recommended that the sidewalk be installed adjacent to the property line. In these instances, property owners might assume that their property extends to the outside edge of the sidewalk. This would likely lead to private fences or other vertical elements such as shrubs or retaining walls being placed in the frontage zone directly adjacent to the sidewalk. This would effectively negate the purpose of providing a shy area for sidewalk users. To account for the shy area not being included in the frontage zone, it is preferred that the sidewalk be at least 6 feet where adjacent to side or rear yards.

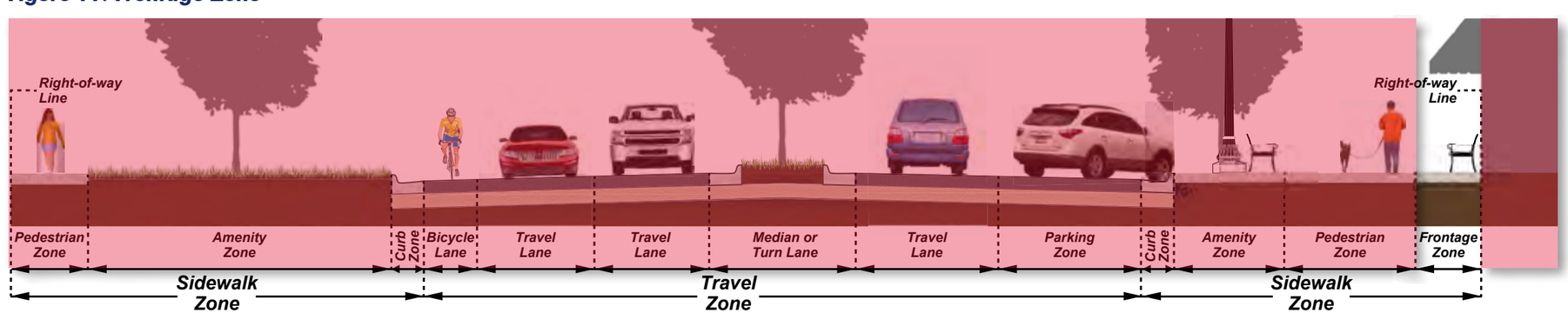
Where there is a sidepath provided in the pedestrian zone, it is preferred that 2 feet of clear area be provided on either side of the sidepath. The frontage zone, where adjacent to a sidepath, is recommended to be 2 feet wide and clear of all obstructions. A wider frontage zone should be considered in areas that are likely to have vertical obstructions in order to achieve a 2 foot clear area.

There is the potential for circumstances to warrant placing elements in the frontage zone that are typically placed in the amenity zone. The frontage zone should be sized appropriately to accommodate these elements as well as the other elements previously identified such as the shy area for pedestrians and clear area for sidepaths.



The matrices on pages 31-34 show the preferred and constrained widths for the frontage zone. They also identify the variations in the widths if there is no setback, if there will be sidewalk cafes, if there is a setback, and if there is a sidepath. For additional guidance on the frontage zone, refer to Chapter 7 of the Pedestrian Master Plan.

Figure 11: Frontage Zone



PEDESTRIAN ZONE DESIGN

The pedestrian zone is the area within the sidewalk zone between the frontage zone and the amenity zone, as shown in **Figure 12**. This zone typically is developed as a sidewalk and functions as a space for pedestrians to travel. It can also be a place for bicyclists to travel when it is developed as a sidepath.

It is imperative that this zone remain clear of obstructions to allow for pedestrian and/or bicycle movement. Therefore, the space allocated to the pedestrian zone refers to the area to remain clear of obstructions. Not only does this clear area include the horizontal space, but it also includes the vertical clearance required for pedestrian and/or bicycle travel.

In order to properly function, space may be needed in addition to the clear space. Pedestrians and bicyclists tend to shy away from vertical obstructions that are adjacent to the sidewalk or sidepath, such as building walls, fences, trees, and light poles. A shy area on either side of the pedestrian zone should be accommodated.

DESIGN GUIDELINES

The pedestrian zone must meet requirements set forth by the Americans with Disabilities Act (ADA). In general, these requirements call for at least 5 feet of clear area for pedestrian movement. Under constrained circumstances, 5 feet for the pedestrian zone is acceptable. However, it is preferred that the pedestrian zone be at least 6 feet wide along arterials and within the urban core. This will provide extra space for pedestrians and have a built-in shy area for the possibility of fences or other vertical obstructions being placed on the property line when no frontage zone is provided. To the extent practical, vertical elements in the amenity zone and frontage zone should not be placed where they will obstruct pedestrian zone use.

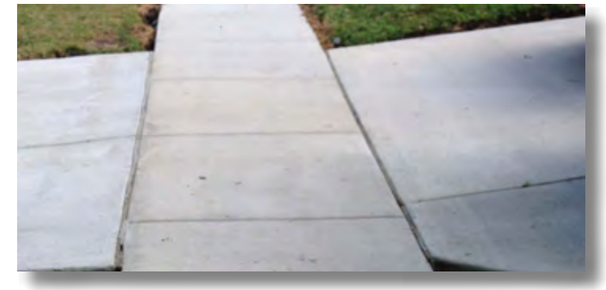
Where there is or will likely be a high degree of pedestrian activity, sidewalks should be wider. This would typically occur in the urban core area as well as areas that have mixed-use or local business land uses. Wider sidewalks should also be considered on arterials and collectors where pedestrian volumes are likely to be greater.

The pedestrian zone should also be wider when a sidepath is provided to accommodate off-street bicycle travel. The constrained width of the sidepath is 10 feet and the preferred width is 12 feet in all situations. When a sidepath is provided, it is recommended that there is 2 feet on either side of the sidepath that is clear of all vertical obstructions.

Where the pedestrian zone is directly adjacent to the curb, such as when an amenity zone is not provided, the width of the pedestrian zone should be 2 feet wider. This provides a buffer between pedestrians and an adjacent vehicular travel lane. If on-street parking is adjacent to the curb, it provides a buffer for vehicle doors or overhanging vehicles.

The minimum vertical clearance for the pedestrian zone is 80 inches above the surface. Where a sidepath is provided and bicycle travel will be accommodated in the pedestrian zone, the minimum vertical clearance is 100 inches and the preferred clearance is 120 inches.

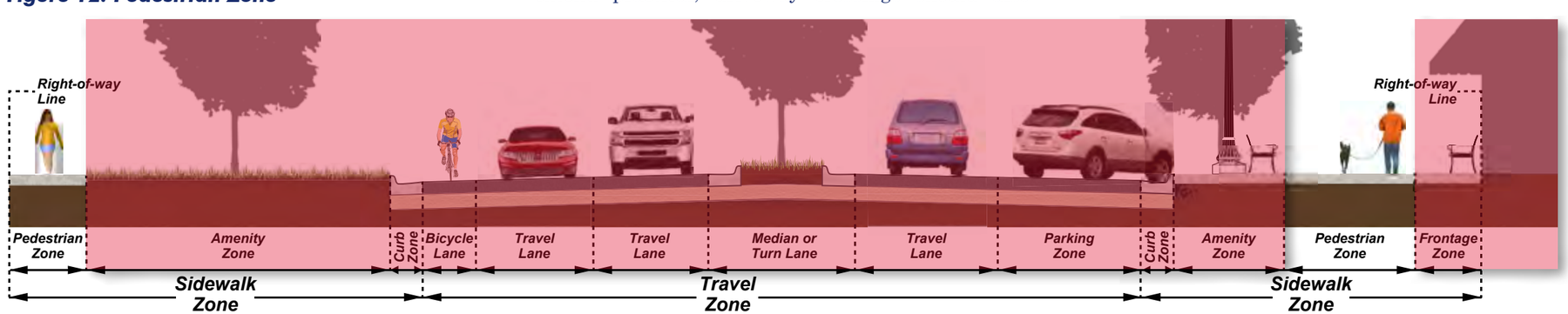
Where the pedestrian zone crosses driveways, the appearance should be maintained through the driveway to communicate to the operators of vehicles that they are crossing a pedestrian path. To the extend practical, driveway crossings should also maintain the elevation of the sidewalk and driveway aprons should not extend into the pedestrian zone.



Very high volume driveways, especially those for regional commercial uses, often exhibit the operational characteristics of a street. Such driveways are frequently designed as full intersections and may sometimes even be signalized. Where this is the case, the pedestrian crossings should be designed as crosswalks, just as if it were a full intersection.

The matrices on pages 31-34 show the preferred and constrained widths for the pedestrian zone. They show the differing widths for sidewalks and sidepaths. The widths shown on the matrices reference the area for the pedestrian zone to remain clear of any obstructions, but does not include the shy area on either side. However, as mentioned earlier, there can be a built-in shy area for sidewalks greater than 5 feet wide. For additional guidance on the pedestrian zone, refer to Chapter 7 of the Pedestrian Master Plan. For additional guidance on pedestrian zones in downtown, refer to the Downtown Wichita Streetscape Design Guidelines. For additional guidance on sidepaths, refer to Appendix G the Bicycle Master Plan.

Figure 12: Pedestrian Zone



AMENITY ZONE DESIGN

The amenity zone is the area within the sidewalk zone between the pedestrian zone and the curb zone or shoulders, as shown in **Figure 13**. It functions as a buffer between the travel zone and the pedestrian zone as well as place for streetside amenities.

In this section, we refer to three different areas, each of which impact the space needed for the amenity zone as well as the placement of objects within the amenity zone. The ***operational offset*** is the space needed to separate moving vehicles from fixed objects in the sidewalk zone, which improves safety in case of crashes. The ***parking offset*** refers to the space needed between on-street parking and fixed objects (and pedestrians) in the sidewalk zone. The ***shy area*** refers to the space needed between the pedestrian zone and vertical objects in the amenity zone.

The amenity zone provides space for amenities and other objects. Some examples of amenities or other objects to be placed in the amenity zone include street trees, planting strips, street furniture, utility poles, underground utilities, signal poles, signal and electrical cabinets, trash receptacles, signs, fire hydrants, and bicycle racks. Not only can the amenity zone house permanent elements, it can also include temporary elements such as retail kiosks, stands, or other business activities as well as snow from plowing streets. It can also be the place for swales and other stormwater management elements. The amenity zone provides the space of all of these elements to allow the pedestrian zone to remain free of obstacles.

Amenities such as benches and shade trees provide critical elements to make a street more pedestrian friendly and encourage the use of sidewalks. It is also important to provide space for the amenity zone along streets that carry transit routes as it provides space for transit stops, boarding areas, shelters and passenger queuing areas.

The amenity zone may be extended in specific locations through the creation of curb extensions, which can accommodate additional amenities, shorten the distance for pedestrian crossings, or be used for transit boarding areas. Curb extensions should only be included where on-street parking is provided. The curb extensions would not be included in the typical space allocation for the amenity zone since they are placed at specific locations and not along an entire block or corridor.

In open ditch sections, the amenity zone is the place for the open ditches for stormwater drainage management.

DESIGN GUIDELINES

The space allocated to the amenity zone should vary based on the intended function. The functions could include any or all of the following: operational offset, parking offset, shy area, and/or a place for amenities.

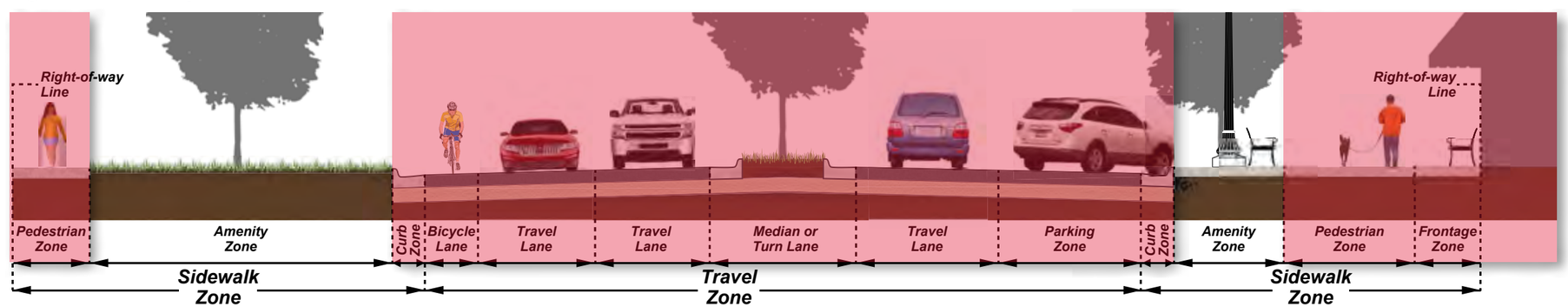
The amenity zone should be designed to include the operational offset when the travel lanes are directly adjacent to the curb zone or shoulder. The operational offset, which is measured from the curb face (includes the curb itself), should be a minimum of 1.5 feet. All fixed objects should be placed at least 1.5 feet from the face of the curb. It is recommended that all rigid elements be kept at least 4 feet from the face of the curb. Consideration should be given to the design speed of the street when determining the width of the operational offset. The offset increases for open ditch cross-sections where curbs are not present. This offset varies based on design speed, traffic volumes, and slope of the ditch and is measured from the outside edge of the outside travel lane.

If on-street parking is provided, it is not necessary that the amenity zone serve as the operational offset. In this case, the amenity zone should provide for the parking offset as well as the shy area and space for amenities.

The parking offset, which is measured from the face of the curb to any fixed object or the pedestrian zone, is dependent upon the on-street parking type. For parallel parking, the parking offset should be at least 1.5 feet wide. For angled parking, 1.5 to 2.5 feet of parking offset should be provided for overhanging vehicles.

The amenity zone should be at least wide enough to create the desired parking offset between the face of the curb and pedestrians. The amenity zone should be wider if any vertical elements will be placed within the amenity zone in order to maintain the parking offset while keeping the vertical elements from intruding into the pedestrian zone.

Figure 13: Amenity Zone



The amenity zone should also be wide enough to accommodate a shy area of 1 foot between the pedestrian zone and any vertical objects in the amenity zone. To the extent practical, vertical elements in the amenity zone should not be placed where they will obstruct pedestrian zone use.

Where there is a sidepath along a street, the minimum recommended distance between the sidepath and the face of the curb (curb & gutter sections) or the outside edge of the shoulder (open ditch sections) is 5 feet and the preferred distance is 6 feet, except at intersections. This separation is to show that the sidepath and the vehicle travel lanes function independently.

The amenity zone is the typical place to accommodate transit stop features and space for riders waiting to board a bus. Consideration should be given to the type of features to be provided at the bus stops, ADA requirements, and pedestrian circulation within the stop. As previously mentioned, the bus stops can be accommodated through the creation of a curb extension as long as there is an on-street parking lane. Refer to **Chapter 6** for design guidance for transit stops and spacing recommendations.

The width of the amenity zone should be wide enough to accommodate desired streetside amenities. Amenities such as street trees and benches help create a pedestrian friendly environment. Therefore, the amenities provided should be based on the development intensity, primary land use, and street classification. A wider amenity zone should be considered in the urban core, mixed-use/local business land uses, regional commercial land uses, and along arterials to provide for a higher degree of amenities.

Streets with ground-floor commercial activity directly adjacent to the property line should provide a wider amenity zone as well. In these situations, it may be desirable to include sidewalk cafes in the amenity zone. The amenity zone should be at least 8 feet wide to accommodate sidewalk cafes.

The amenity zone can be paved, have tree wells, and/or be landscaped with grass or vegetation. If the amenity zone includes grass or vegetation, it should be at least 2 feet wide to allow for maintenance activities. If trees are planted in tree wells, the amenity zone should be wide enough to accommodate a properly sized tree well for the type of tree planted. If trees are planted in a grassy strip, the amenity zone should be wide enough to provide space for root growth without disturbing the structural integrity of paved or other features.

The placement of amenities within the zone should not interfere with line of site requirement. It is important to allow vehicle operators to see other moving vehicles as well as other street users at critical locations such as at intersections and driveways.

In some instances, there may not be sufficient space in the amenity zone to include all desired amenities. In these instances, amenities can be placed in the frontage zone.

The matrices on pages 31-34 show the preferred and constrained widths for the amenity zone. They show the differing widths for the amenity zone based on development intensity. The widths identified in the matrices may not always work when accommodating transit stops. Refer to **Chapter 6** for additional transit stop design guidance. For additional guidance on the amenity zone, refer to Chapter 7 of the Pedestrian Master Plan. For additional guidance on the amenity zone in downtown, refer to the Downtown Wichita Streetscape Design Guidelines.

CURB ZONE DESIGN

The curb zone is the area within the sidewalk zone between the amenity zone and the travel zone, as shown in **Figure 14**. This zone includes the curb and gutter in most cross sections. If the street does not have curb and gutter, such as a section that has open ditches, the curb zone is not present.

Streets with curb and gutter are prevalent in urban and suburban developments. They are often preferred over open ditch sections because they reduce the amount of space needed for drainage, therefore reducing the amount right-of-way needed for a street.

The curb and gutter establishes the grade of streets and direct stormwater runoff. They also support and delineate the edge of the pavement. The curb is the section between the back of curb and the curb face. It provides a vertical separation between the motor vehicles in the parking or travel lanes and the sidewalk zone activities and users. The gutters, or gutter pans, are the portion from the curb face to the longitudinal joint, also known as the high edge.

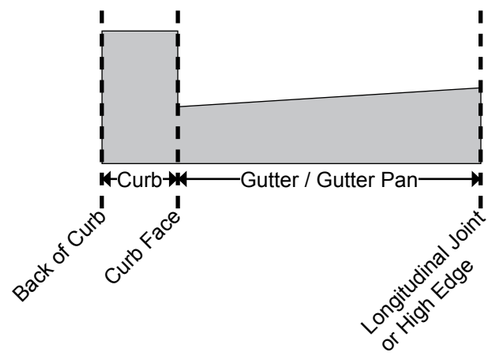
As mentioned in the Amenity Zone Design section, there is an operational offset recommended for streets where there are travel lanes directly adjacent to the curb zone. The width of the curb (not including the gutter pan) is included in the operational offset.

DESIGN GUIDELINES

In the urban core area, the curb and gutter is preferred to be 3 feet wide with 1 foot for the curb and 2 feet for the gutter pan. In the constrained situation, the curb can be reduced to 6 inches. However, consideration should be given to the operational offset and parking offset mentioned in the Amenity Zone section.

In general urban and suburban, the preferred and constrained width of the curb and gutter is 2 feet 6 inches with 6 inches for the curb and 2 feet for the gutter pan. In all development intensity areas, the curb is typically constructed 6 inches tall.

Figure 15: Curb Cross-Section



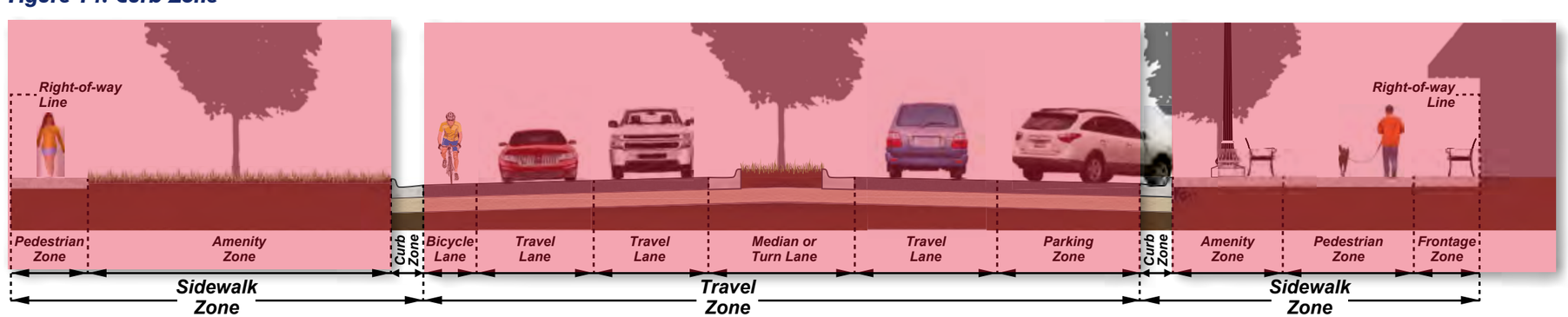
The gutter pan is expected to be used to as space for parking when on-street parking is provided. The curb, as mentioned earlier, provides some of the space needed as a parking offset for opening car doors for parallel parking and vehicle overhangs for angled parking.

Vehicular travel lanes can adjacent to the curb zone. In this situation, the gutter pan is not included in the travel lane. Bicycle lanes can also be directly adjacent to the curb zone. The gutter pan and the seam at the high edge where the gutter pan meets the pavement is not ideal for bicycle travel. The path for bicycle travel should be assumed to be outside of the gutter pan. However, elements within the curb zone such as drainage grates and utility covers should be flush with the surface and oriented to safely accommodate bicycle travel.

The curb and gutters used to construct a raised median are different than those used within the curb zone outside the travel zone. For more information about the curb and gutter dimensions for a median, refer to the Median/Turn Lane(s) section.

The matrices on pages 31-34 show the preferred and constrained widths for the curb zone. They show the differing widths for the curb and gutter based on development intensity. For additional guidance on the curb zone, refer to Chapter 7 of the Pedestrian Master Plan.

Figure 14: Curb Zone



PARKING ZONE DESIGN

The parking zone is a place to accommodate on-street parking and is located between the curb zone and the travel lane (or bicycle lane, if provided). **Figure 16** illustrates the location of the parking zone.

The inclusion of the parking zone is dependent upon parking demand. On-street parking in the urban core and general urban areas is often deemed necessary to meet at least some of the parking demands due to the intensity of land uses. Higher speed and higher volume streets often do not include on-street parking due to the potential conflicts with vehicle doors and vehicles entering and exiting on-street parking stalls. Development along higher speed streets typically include on-site parking to meet demand. Arterials in the general urban and suburban areas may include on-street parking, depending upon the parking demand, off-street parking availability. Collectors and local streets typically provide space for on-street parking.

The type of on-street parking is also dependent upon demand as well as other street and context characteristics. Angled parking is often provided where parking is in high demand, such as the urban core area or where there is a high intensity of commercial activity. However, streets with a high priority for the through movement of vehicles typically do not have angled parking. Traditional front-in angled parking is also not typically used when adjacent to a bicycle lane due to visibility and safety concerns. Parallel parking is often provided where on-street parking is needed but it is not deemed appropriate to provide angled parking.

The space allocated to the parking zone depends upon the parking type provided. Parallel parking is common in constrained situations where more space is desired for other street features. Angled parking typically accommodates more vehicles along a street but more space within the right-of-way is needed. Typical parking stall angles include 45 degree, 60 degree, or 90 degree.

The parking type affects the outside travel lane width, the bicycle lane width, as well as the buffer area between the face of the curb and vertical objects or pedestrians in the sidewalk zone..

In some cases, the curb is constructed into the parking zone to create a curb extension. This feature shortens pedestrian crossings and can provide more space for the sidewalk zone. In these locations, parking is not provided in the segment where the curb is extended.

DESIGN GUIDELINES

Dimensions for the parking zone are measured from the high edge of the curb section (lateral seam between the gutter pan and the pavement). It is expected that vehicles will use the 2 foot wide gutter pan within the curb zone as part of the space for parking.

The parking zone for parallel parking is preferred to be 6 feet and 5 feet in constrained situations except in industrial areas. In industrial areas, the preferred width is 7 feet and the constrained width is 6 feet to provide more space for larger vehicles.

At least a 1.5 foot wide buffer should be provided between the face of the curb and vertical objects in the sidewalk zone as well as pedestrians traveling within the pedestrian zone when parallel parking is provided. **Figure 17** shows the preferred parallel parking layout for non-industrial streets.

The width of the parking zone should be greater when angled parking is provided. For 45 degree angled parking, the preferred width is 16 feet and the constrained width is 14 feet. **Figure 18** shows the preferred layout for 45 degree angled parking. For 60 degree angled parking, the preferred width is 17 feet and the constrained width is 15 feet. **Figure 19** shows the preferred layout for 60 degree angled parking. For 90 degree (perpendicular) parking, the preferred width is 18 feet and the constrained width is 16 feet. **Figure 20** shows the preferred layout for 90 degree angled parking. Stall width should be 9 feet wide in areas with high parking turnover. They can be narrower in areas with low parking turnover.

Where angled parking is used, there should be sufficient space for vehicles to safely maneuver into and out of the parking stall. This space can be completely within the outside travel lane or be provided in multiple lanes adjacent to the angled parking lane.

Figure 17: Parallel Parking

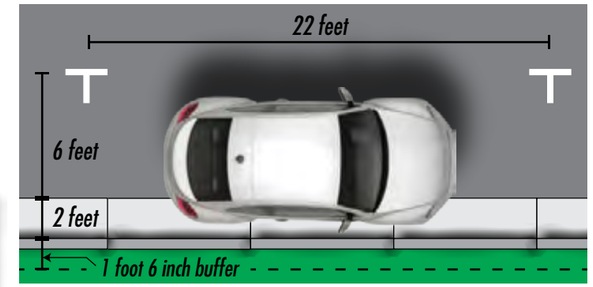


Figure 16: Parking Zone

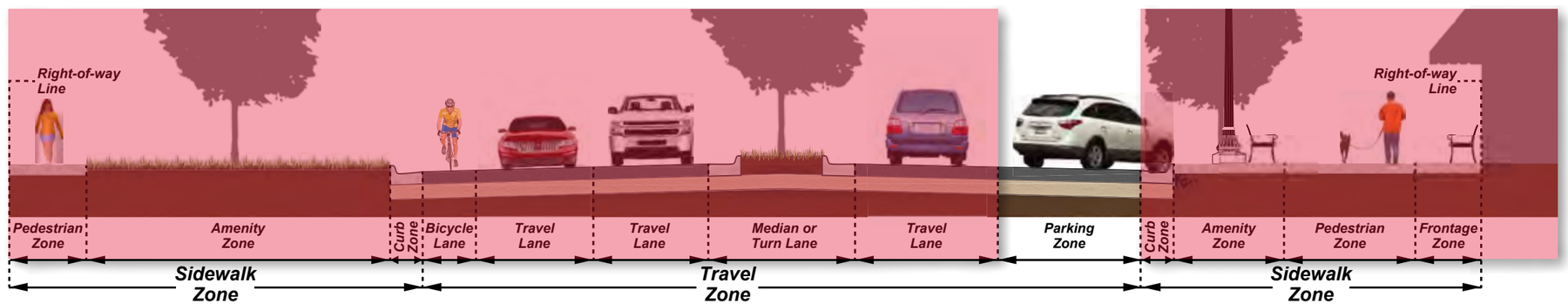


Figure 18: 45º Angled Parking (front-in)

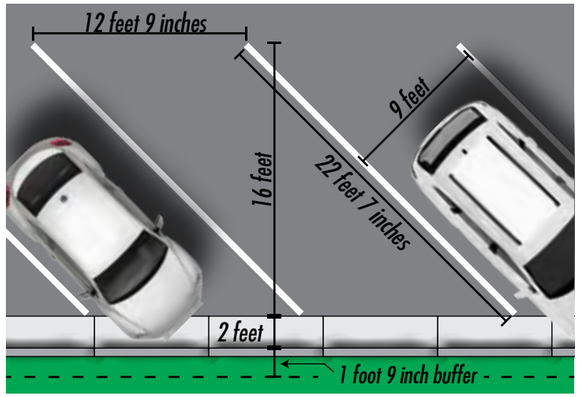


Figure 19: 60º Angled Parking (front-in)

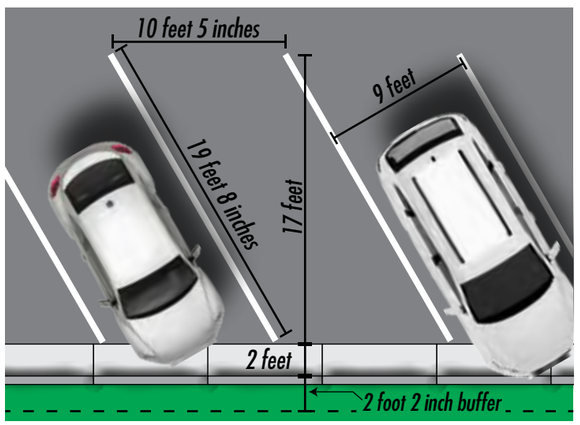
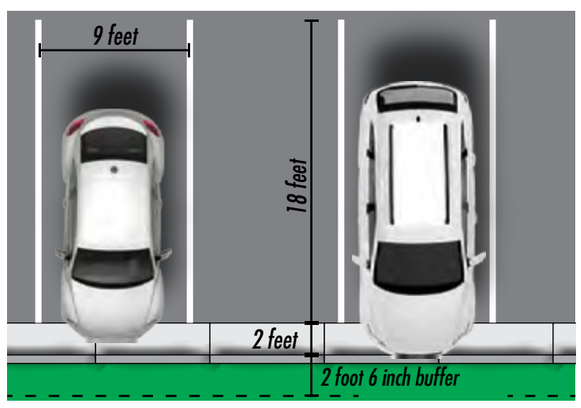


Figure 20: 90º Angled Parking (front-in)



The presence of bicycle lanes adjacent to on-street parking affects the space for the parking zone. When parallel parking is adjacent to a bicycle lane, consideration should be given to providing a delineation between the parking zone and bicycle lane. This delineation can include a striped lane line or parking space 'Ts'. When space is constrained, the parking zone should be narrowed rather than using a narrow bicycle lane in most situations.

Bicycle lanes are not recommended to be used adjacent to traditional front-in angled parking. However, bicycle lanes can be considered when using back-in angled parking, due to the increased visibility this configuration allows.

On-street parking can be removed at specific locations when a curb extension is desired to create additional space for the sidewalk zone. This is a common treatment at intersections to reduce pedestrian crossing distance and improve pedestrian visibility. The curb extension should not extend into adjacent travel or bicycle lanes. Curb extension should be 6 inches less in width than adjacent parking stalls. Where bike lanes are present, curb extensions should be one foot less in width than adjacent parking stalls.

On-street parking must restricted at bus stop locations. The length of a no-parking zone for a bus stop depends upon the stop location. Shorter no-parking zones can be achieved at bus stops by creating a curb extension.

The matrices on pages 31-34 show the preferred and constrained widths for the parking zone. They show the differing widths based on the on-street parking type. The dimensions in the matrices do not include the gutter pan, which is assumed to be included in the actual parking space. For additional guidance on the parking zone in downtown, refer to the Downtown Wichita Streetscape Design Guidelines.

BICYCLE LANE DESIGN

Bicycle lanes are the portion of a street designed specifically for bicycle travel. Bicycle lanes are typically placed between the outside travel lane and the curb or shoulder (or parking lane if on-street parking is provided), as shown in **Figure 21**.

Bicycle lanes are typically used on arterials or collectors where motor vehicle volumes and speeds are greater and separation from vehicle traffic is desired. Where greater separation from vehicular traffic is desired, a buffer can be placed between the bicycle lane and the adjacent travel lane. Buffers can also be placed between the bicycle lane and an adjacent on-street parking lane to provide space for swinging vehicle doors.

In general, bicycle lanes should be provided on both sides of the street on two-way streets or on both streets of one-way couplets. If unable to provide bicycle lanes in both directions on two-way streets due to space constraints, a shared-lane with markings should be considered on the side of the street without a bicycle lane. On one-way streets, there is also the option of providing a contra-flow bicycle lane or a two-way cycle track.

If a bicycle lane is provided along a street with on-street parallel parking, the bicycle lane should be located between the outside travel lane and the parking lane. However, one-way protected cycle tracks or two-way cycle tracks can be provided between the curb and on-street parking lanes. This changes the location of the bicycle lane within the street cross-section.

Bicycle lanes are not recommended with front-in angled parking. Bicycle lanes can be considered with adjacent back-in angled parking.

The pavement within bicycle lanes should be smooth. Utility covers, gutter seams, and drainage inlets should be flush with the surface and oriented to safely accommodate bicycle use. When placed adjacent to the curb zone, the seam between the gutter pan and the pavement should be smooth with no or minimal vertical off-set.

The space allocated to the bicycle lane is dependent upon the type of bicycle lane, use of the adjacent zones, bicycle demand, vehicle volumes, and vehicle speeds. In general, a bicyclist's preferred operating width is 5 feet.

DESIGN GUIDELINES

Conventional Bicycle Lanes

Bicycle lanes include a 6 to 8 inch wide white lane line separating motor vehicle traffic from the bicycle lane. They also include pavement markings to designate the bicycle lane for use by bicyclists.

Where a bicycle lane is located adjacent to the curb, the minimum width is 4 feet from the longitudinal joint (between the gutter pan and the pavement) to the center of the inside bicycle lane line. This provides 4 feet of usable operational bike lane width. Where a bike lane is located adjacent to a curb, parking should be prohibited.

Wider bicycle lanes along the curb should be considered in locations where bicycle use is expected to be high to provide the opportunity for bicyclists to ride side-by-side or pass another cyclists while remaining within the bicycle lane. In areas where there is substantial truck traffic and travel speeds are higher (typically arterials), a wider bicycle lane and/or buffer should be considered. It is also desirable to provide an extra 2 feet of space when the bicycle lane is adjacent to a guardrail or other physical barrier to provide a shy area.

A wide gutter pan used as a bicycle lane can aid in accommodating a bicycle lane on extremely constrained streets. A 4 to 5 foot wide gutter pan can be striped and marked as a bicycle lane. This treatment provides the space needed for bicycle operations without the longitudinal joint within the bicycle lane.

Where the bicycle lane is adjacent to a parallel parking lane, it is preferred to include a 4 inch white lane line or parking Ts to delineate the outside edge of the bicycle lane and the inside edge of the parking lane. Where adjacent to on-street parking, the preferred width of the bicycle lane is 6 feet and the constrained width is 5 feet (measured from inside bicycle lane line to parking lane line). Where the adjacent parking lane is narrow (7 feet wide) and has high turnover, a wider (6-7 feet) bicycle lane and/or buffer should be considered to allow for more room to maneuver around opening vehicle doors.

Bicycle lanes can be accommodated in open ditch sections where there is no curb and gutter by providing extra pavement outside the travel lanes. Rather than including a paved shoulder, the extra pavement would be designed and designated for bicycle travel. These bicycle lanes follow the guidance for a conventional bicycle lane. Parking should be expressly prohibited in these bicycle lanes.

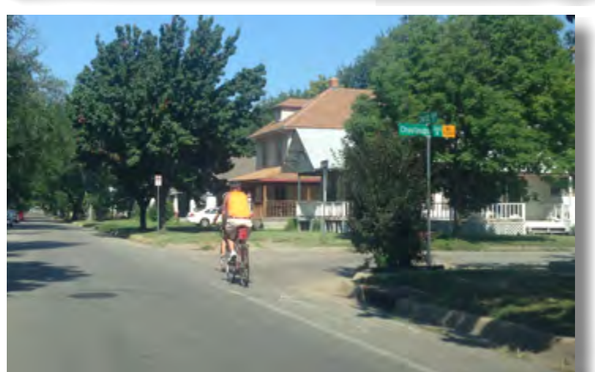
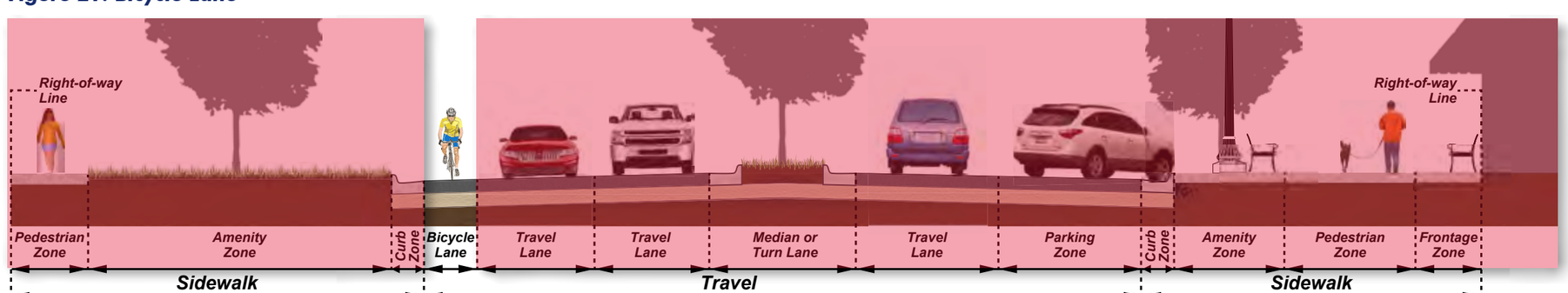


Figure 21: Bicycle Lane



Buffered Bicycle Lanes

Buffered bicycle lanes should follow the same design guidance for the conventional bicycle lanes. In a buffered bicycle lane, there is added space between the bicycle lane and the adjacent travel lane and/or between the bicycle lane and the adjacent parking lane.

The buffer width should be based on the desired separation and be at least 1.5 feet wide and preferably 2 feet wide. The buffer should consist of an additional solid white lane line parallel to the bicycle lane line. When a buffer is used between the parking lane and bicycle lane, 2 solid lines or a solid line and parking Ts are both acceptable. Crosshatching is preferred in all bicycle buffer areas. If the buffer is 3 feet wide or more, crosshatching or chevron markings are required between the bicycle lane line and the buffer line.

Other Bicycle Facility Options

The following four bicycle facility type options that are not specifically recommended by the Bicycle Master Plan. However, these facility types may be appropriate in some situations.

Contra-Flow Bicycle Lanes

Contra-flow bicycle lanes provide for bicycle travel against the flow of normal vehicular traffic. Contra-flow bicycle lanes are only used on one-way streets and provide for bicycle travel in the opposing direction. Streets with contra-flow bicycle lanes should have a bicycle lane or shared lane markings on the other side of the street (motor vehicle traffic flow direction).

Contra-flow bicycle lane design should follow the conventional bicycle lane guidance. They should also include appropriate signage to indicate bicycle-only travel in the contra-flow direction as well as appropriate intersection traffic controls.

Where contra-flow bicycle lanes are used without on-street parallel parking, a solid double yellow lane line between contra-flow bicycle lane and motor vehicle traffic in the opposing direction travel lane is to be used. In addition these lines, a buffered bicycle lane design can be used to increase separation.

If on-street parking is provided on the side of the street with the contra-flow bicycle lane, consider a wider bicycle lane and a buffer strip between the bicycle lane and parking lane.

Source: senditcourier on Instagram.com (http://instagram.com/p/qufjetw3gM/)

Left-Side Bicycle Lanes

Another option available on one-way streets is a left-side bicycle lane. This configuration provides for bicycle travel in the same direction as motor vehicle travel. However, rather than the typical placement on the right side of the street, it is on the left side. The left side placement may be desirable when there is high parking turnover or when parking is provided only on the right side of the street. It may also be desirable when there are high right turn motor vehicle volumes or a high volume of left turning bicyclists.

Left-side bicycle lane design should follow the conventional bicycle lane guidance. They should also include appropriate signage and pavement markings to communicate proper usage and direction of travel. These lanes can also be buffered and would follow the design guidance for buffered bicycle lanes.

Left-side bicycle lanes can also be used on streets with a center median. The bicycle lane would be placed between the far inside travel lane and the median. This design would be beneficial over a right-side bicycle lane when there are frequent bus stops or truck loading zones on right side of the street.

Source: City of Laurel, Maryland - Walk and Bike Laurel blog (walklaurel.blogspot.com)

One-Way Protected Cycle Tracks

One-way protected cycle tracks are similar to a buffered bicycle lane but provide a physical barrier between the travel lane and the bicycle travel space. The barrier can be a parking lane, raised median, other physical barrier, or a combination of parking and a physical barrier. One-way protected cycle tracks may be preferred on streets with multiple travel lanes, high vehicular speeds and volumes, and high parking turnover.

The cycle track should be marked as a bicycle lane and be 5 to 7 feet wide, measured from the face of the curb. When parking lanes are used as the barrier and pavement markings are used to separate the parking lane and cycle track, a 3 foot wide buffer using solid white lane lines and crosshatching should be used. The buffer between parking and the cycle tracks, no matter the treatment type, should be at least 3 feet wide to allow for a buffer for opening doors. The desired minimum width of the parking lane and buffer is 11 feet.

Source: BeyondDC (http://urbanplacesandspaces.blogspot.com/2009/09/best-practices-in-bicycling.html)

Two-Way Cycle Tracks

Two-way cycle tracks are similar to one-way protected cycle tracks but they provide bicycle travel in both directions and are marked as such. This treatment should be considered under similar circumstances when considering a contra-flow bicycle lane.

The two-way cycle track should include proper pavement markings and signage. The preferred width of the bicycle travel area is 12 feet and 8 feet in constrained situations. A dashed yellow centerline should be provided to separate directional travel in the track. The minimum desired width of the buffer between the tracks and adjacent travel lane or parking lane is 3 feet. This buffer can be raised, striped (and include crosshatch), and include other vertical buffer elements.

Source: Cbus Cycle Chick (https://cbuscyclechic.wordpress.com/category/cycle-tracks/)

The matrices on pages 31-34 show the preferred and constrained widths for the conventional bicycle lane and additional space for a buffered bicycle lane. The matrices only show these options because they are the typical on-street bicycle facility type recommended by the Bicycle Master Plan that are dedicated to bicycle -only travel. The matrices also do not show the extended gutter pan option. Design guidance for the other on-street bicycle facility options is limited to the text of this section. The matrices show the differing widths of the bicycle lane based on the provision of parking adjacent to the bicycle lane as well as additional space needed for buffers. The dimensions in the matrices do not include the gutter pan. For additional guidance on bicycle lanes, refer to Appendix G of the Bicycle Master Plan.

TRAVEL LANE DESIGN

Travel lanes are provided for the through movement of vehicular travel. They do not include left or right turn lanes. Travel lanes carry many different types of vehicles, from bicycles and automobiles to semi-trucks and emergency vehicles. There can be just one travel lane or many travel lanes and they can be provided in either one direction (one-way street) or two directions (two-way street).

Travel lanes can be adjacent to many different zones or lanes. They can be adjacent to a curb zone, parking zone, bike lane, travel lane in the same direction, travel lane in the opposing direction, or the median/left turn lane. They can also be adjacent to a right turn lane. **Figure 22** shows two options for the number and placement of the travel lanes.

All travel lanes are considered shared lanes unless specific modes are restricted from use, such as bicycle use on freeways. This idea influences the space allocation for the lanes as well as other design and operating specifications that will allow all users to safely and efficiently use the travel lanes.

There are two types of travel lanes; outside travel lanes and general travel lanes. On two-way streets, there are two outside lanes. They are located closest to the curb or shoulder on each side of the street, which is the right lane in each direction. On one-way streets, there is only one outside lane. It is located closest to the right curb or shoulder.

Travel lane widths often differ by their placement within the street cross-section. The outside lanes are often wider than the general lanes to accommodate uses that typically use this lane, such as bicyclists and transit vehicles. Lane widths also vary due to other factors such as vehicle speeds, street classification, adjacent land use, presence of buses and heavy trucks, adjacent parking provided, adjacent parking type, transit routes, or when marked as a shared lane.

On major streets with higher motor vehicle volumes and higher speeds, bike lanes or paved shoulders are the preferred means of accommodating bicyclists.

The number of lanes provided is mainly a function of vehicular demand and available space for travel lanes. Streets with high vehicular demands, such as along arterials, typically have more travel lanes. Local streets typically carry fewer motor vehicles and require fewer travel lanes.

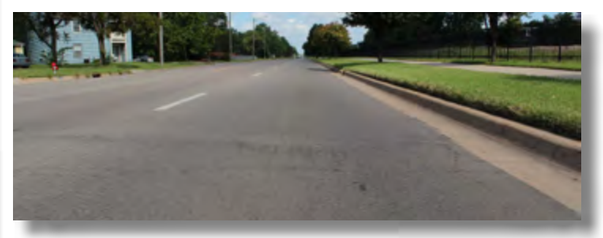
DESIGN GUIDELINES

In general, travel lane widths are recommended to be 11 feet wide for arterials and collectors and 10 feet wide for local streets. However, there are variables that should be considered when determining the width of individual travel lanes.

Outside Travel Lanes

For two-way streets, there are two outside travel lanes. They are closest to the curb or shoulder on each side of the street, which is the right-hand lane in each direction. For one-way streets, the outside travel lane is located closest to the right curb or shoulder. They may be directly adjacent to the curb or shoulder, on-street parking, or a bike lane.

In this section, the outside lane widths for curb and gutter sections are measured from the longitudinal joint between the gutter pan and the pavement to the travel lane line.

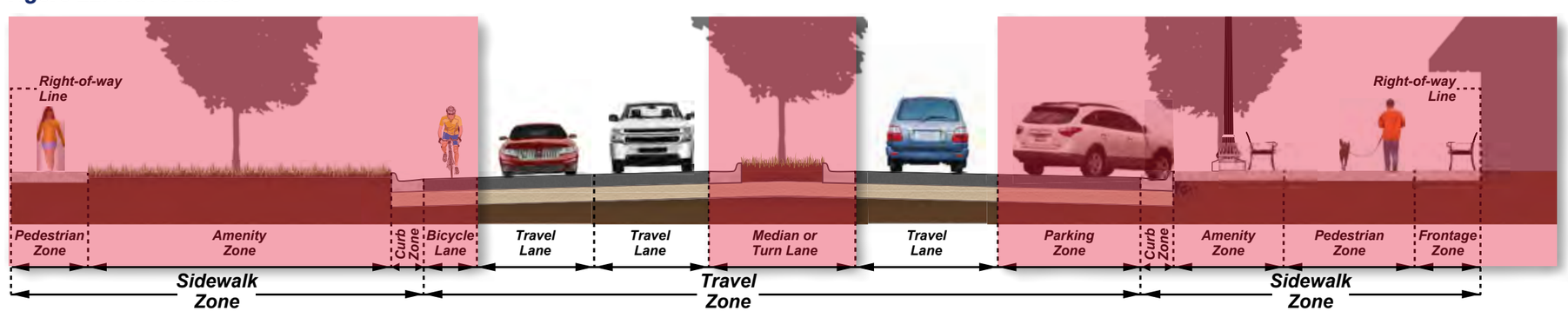


Outside travel lanes that are adjacent to the curb do not have conflicts with on-street parking. The lane widths of outside lanes adjacent to the curb should vary based on street classification and adjacent land use. Arterials should generally provide more lane width than collectors or local streets. Streets with adjacent industrial land uses should include extra lane width to accommodate higher heavy truck volumes. Residential streets can often have narrower lanes than commercial streets.

Outside travel lanes may need to be wider where they are adjacent to on-street parallel parking. An extra foot of lane width should be considered in non-residential areas, especially when parking turnover is high. This provides more room for vehicle doors swinging open.

Outside travel lanes adjacent to on-street angled parking are recommended to be at least 12 feet wide. This lane width may not always provide the needed maneuvering space when vehicles are entering or exiting angled parking stalls. On lower speed and lower volume streets, vehicles will often be able to safely maneuver into and out of stalls by encroaching into other lanes beyond the adjacent outside travel lane. Consideration should be given to the character and operations of the street when determining outside lane width adjacent to angled parking.

Figure 22: Travel Lanes



Beyond the typical motor vehicles, the outside travel lane is often the lane that carries transit vehicles. Streets that currently or will likely have future transit service are recommended to have outside lane widths at 12 feet wide and 11 feet in constrained situations. However, if on-street parking is provided, the outside travel lane should be wide enough to accommodate the recommended or constrained width based on the parking type.

Streets with open ditches are treated differently than those with curb and gutter. Outside lane widths on open ditch sections are measured from the inside travel lane line to the outside travel lane line. An extra 1 foot of pavement should be provided outside of the outside lane line. A paved or unpaved should can be provided beyond the extra one foot of pavement.

Outside travel lanes may also include shared lane markings to remind motor vehicle drivers and bicyclists that the travel lane should be shared. This designation does not necessarily need to change the lane widths. However, when using a wide outside lane to accommodate bicycle and motor vehicle travel, at least 14 foot wide outside lanes will provide sufficient space for motorists to pass bicyclists without encroaching into the adjacent travel lane. The placement of the shared lane marking will vary based upon the characteristics of the travel lane and roadway.

General Travel Lanes

The general travel lanes include all other travel lanes not considered outside travel lanes or turning lanes. On streets with only one travel lane in each direction, there are no other travel lanes beyond the outside travel lanes. Streets with multiple lanes in each direction have general travel lanes. These are the travel lanes located to the left of the outside travel lane.

Similar to the outside travel lane, general travel lanes should vary in width based on street classification and adjacent land use. Unlike the outside travel lane, the general travel lane widths should not be impacted by on-street parking.

Shoulders

Shoulders are located within the travel zone and only occur in open ditch sections. They are generally located to the right of the travel lane. They provide safety for motorists that may leave the travel lane and space for stopped vehicles. Whether paved or unpaved, the shoulder provides generally the same benefit.

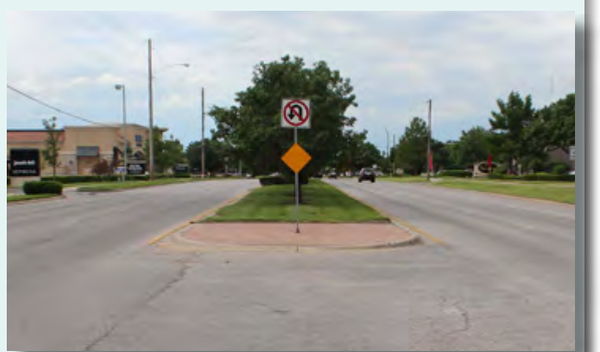
Paved or unpaved shoulders vary in width based upon street classification. In general, shoulders should be a minimum of 3 feet wide for all street classifications. The shoulder should be paved and wider if it is being designed to accommodate bicycle travel. See the Bicycle Lane Design section for proper design of a bicycle lane.

The matrices on pages 31-34 show the preferred and constrained widths for the outside travel lane and general travel lane. The Suburban Open Ditch Matrix on page 34 shows the preferred and constrained widths for shoulders. For additional guidance on travel lane widths for downtown, refer to the Downtown Wichita Streetscape Design Guidelines.

MEDIAN/LEFT TURN LANE(S) DESIGN

A raised median or a continuous two-way left turn lane are optional features in the travel zone. Either of the two options separate opposing vehicular traffic lanes. An example of a median is shown in **Figure 23**.

Raised medians provide separation between two-way traffic and often include pavement, grass, shrubs, trees, or other type of landscaping between the curbs. Raised medians often narrow or terminate at the approach to an intersection where left-turn lanes are provided. Medians serve as a means of managing access and improving the safety of the street. They can also serve as a crossing island for pedestrians or bicyclists crossing a street. Strategically placed median islands may also be used as traffic calming devices to discourage improper center turn lane usage.



Continuous two-way left turn lanes provide space for vehicles to exit the travel lane when approaching a left turn. They have been used to improve vehicular traffic flow by providing a space for turning vehicles outside of the through travel lanes. Continuous two-way left turn lanes are common in areas with a high number of access points along the street with a high number of left turning vehicles.

Although specific to intersections, one-way left turn lanes can be accommodated in the median/left turn lane(s) area. This configuration is encouraged where sufficient access controls to adjacent properties are provided. The width of these lanes should be the same as continuous two-way left turn lanes.

DESIGN GUIDELINES

Continuous Two-Way Left Turn Lanes

Continuous two-way left turn lanes are recommended to be 12 feet in width and 11 feet in constrained situations. In industrial areas with heavy truck traffic, these lanes are recommended to be 14 feet wide or 12 feet wide in constrained situations. The wider turn lane will better accommodate heavy truck traffic expected in industrial areas.

Medians

The space allocated for the median should be the same as that for the continuous left turn lane. This allows for the inclusion of a left turn lane at intersections by discontinuing the median without requiring additional space. The total width of the median, which includes two curb and gutter treatments and a raised center element, should be 11 to 12 feet wide or 12 to 14 feet wide on industrial streets.

The curb and gutter for the median is different than that used in the curb zone. The curb and gutter should be 1 foot 9 inches wide. The curb should be 6 inches wide and 8 inches tall. The gutter pan should be 15 inches wide.

The median between the two curbs should be 8 feet 6 inches wide when 12 foot wide turn lanes are desired at intersections or 7 feet 6 inches when 11 foot wide turn lanes are desired at intersections. The median can be paved or landscaped and can often include trees. The recommended and constrained width will provide sufficient area for queuing pedestrians and bicyclists within the median if mid-block crossings are provided.

Wider medians may be desired where turn lanes will be provided at intersections and the median will be narrowed rather than removed. However, additional right-of-way is often available at intersections where a turn lane would be provided so it may not be cost-effective to create a wider median along the entire street. Medians should be wider on industrial streets where turn lanes are also wider.

If turn lanes will not be provided except at major intersections, the median may be narrower while still providing the desired separation of opposing vehicle traffic.

The matrices on pages 31-34 show the preferred and constrained widths for the median and center turn lane. For additional guidance on median widths for downtown, refer to the Downtown Wichita Streetscape Design Guidelines.

Figure 23: Median/Left Turn Lane

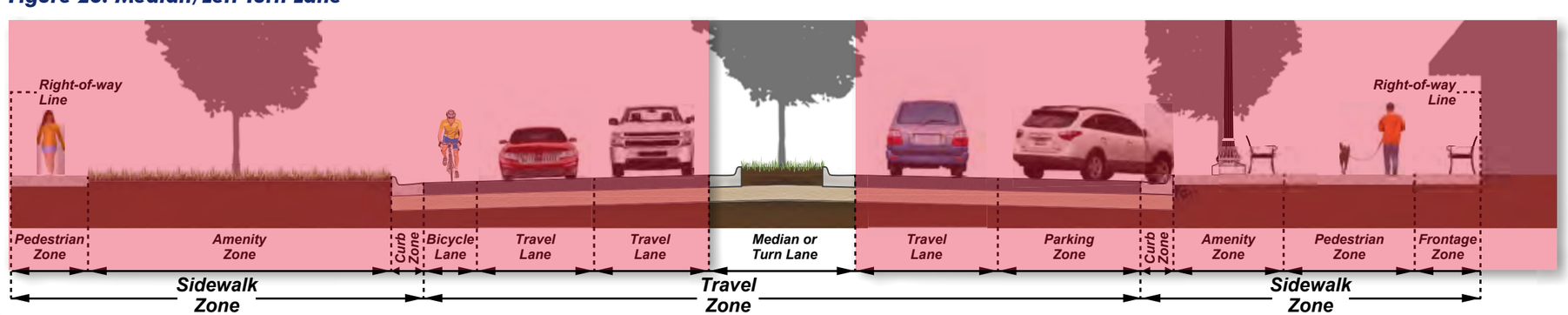


Table 1: Urban Core Matrix

Decision Tree Elements				Sidewalk zone													
Primary land use	Street classification	Drainage	Preferred or Constrained	**Frontage zone**	w/ no setback	w/ sidewalk café	w/ setback	w/ sidepath	**Pedestrian zone**	Sidewalk	Sidepath	**Amenity zone***	w/ amenities	w/ sidewalk café	**Curb zone**	Curb	Gutter pan
Residential	Arterial	Curb	Preferred	0'-3'	3'	-	0'	2'	6'-12'	6'	12'	7'	7'	-	3'	1'	2'
			Constrained	0'-2'	1'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Collector	Curb	Preferred	0'-3'	3'	-	0'	2'	6'-12'	6'	12'	7'	7'	-	3'	1'	2'
			Constrained	0'-2'	1'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Local	Curb	Preferred	0'-2'6"	2'6"	-	0'	2'	6'-12'	6'	12'	7'	7'	-	3'	1'	2'
			Constrained	0'-2'	1'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
Mixed-use / local business	Arterial	Curb	Preferred	0'-8'	3'	8'	0'	2'	10'-12'	10'	12'	8'	8'	8'	3'	1'	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Collector	Curb	Preferred	0'-8'	3'	8'	0'	2'	8'-12'	8'	12'	8'	8'	8'	3'	1'	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Local	Curb	Preferred	0'-8'	2'6"	8'	0'	2'	6'-12'	6'	12'	8'	8'	8'	3'	1'	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
Regional business	Arterial	Curb	Preferred	0'-8'	3'	8'	0'	2'	10'-12'	10'	12'	7'-8'	7'	8'	3'	1'	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Collector	Curb	Preferred	0'-8'	3'	8'	0'	2'	8'-12'	8'	12'	7'-8'	7'	8'	3'	1'	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Local	Curb	Preferred	0'-8'	2'6"	8'	0'	2'	6'-12'	6'	12'	7'-8'	7'	8'	3'	1'	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
Industrial	Arterial	Curb	Preferred	0'-3'	3'	-	0'	2'	6'-12'	6'	12'	7'	7'	-	3'	1'	2'
			Constrained	0'-2'	2'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Collector	Curb	Preferred	0'-3'	3'	-	0'	2'	6'-12'	6'	12'	7'	7'	-	3'	1'	2'
			Constrained	0'-2'	2'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Local	Curb	Preferred	0'-2'6"	2'6"	-	0'	2'	6'-12'	6'	12'	7'	7'	-	3'	1'	2'
			Constrained	0'-2'	2'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'

Decision Tree Elements				Travel zone																		Center / median zone			
Primary land use	Street classification	Drainage	Preferred or Constrained	**Parking Zone****	Parallel**	45 degree**	60 degree**	90 degree**	**Bike lane (+ buffer)**	w/o parking**	w/ parking	*w/ single buffer*	*w/ double buffer*	**Outside travel lane**	Marked shared lane**	w/o parking**	w/ parallel parking	w/ angled parking	w/ transit service***	**General travel lanes**	**Median**	curb and gutter (x2)	back curb to back curb	**Turn lane**
Residential	Arterial	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	11'-13'	13'	11'	11'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	10'-11'	10'	10'	10'	11'	11'	10'	11'	1'9" each	7'6"	11'
	Collector	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	10'-12'	10'	10'	10'	12'	12'	10'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	9'-11'	9'	9'	9'	11'	11'	9'	11'	1'9" each	7'6"	11'
	Local	Curb	Preferred	6'-18'	5'	16'	17'	18'	-	-	-	-	-	10'-12'	10'	10'	10'	12'	12'	10'	-	-	-	12'
			Constrained	5'-16'	5'	14'	15'	16'	-	-	-	-	-	9'-11'	9'	9'	9'	11'	11'	9'	-	-	-	11'
Mixed-use / local business	Arterial	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-11'	4'	7'	+2'	+4'	11'-13'	13'	11'	12'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-9'	3'	6'	+1'6"	+3'	10'-11'	10'	10'	11'	11'	11'	10'	11'	1'9" each	7'6"	11'
	Collector	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	11'-12'	11'	11'	12'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	10'-11'	10'	10'	11'	11'	11'	9'	11'	1'9" each	7'6"	11'
	Local	Curb	Preferred	6'-18'	6'	16'	17'	18'	-	-	-	-	-	10'-12'	10'	10'	11'	12'	12'	10'	-	-	-	12'
			Constrained	5'-16'	5'	14'	15'	16'	-	-	-	-	-	9'-11'	9'	9'	10'	11'	11'	9'	-	-	-	11'
Regional business	Arterial	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-11'	4'	7'	+2'	+4'	11'-13'	13'	11'	12'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-9'	3'	6'	+1'6"	+3'	10'-11'	10'	10'	11'	11'	11'	10'	11'	1'9" each	7'6"	11'
	Collector	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	11'-12'	11'	11'	12'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	10'-11'	10'	10'	11'	11'	11'	9'	11'	1'9" each	7'6"	11'
	Local	Curb	Preferred	6'-18'	6'	16'	17'	18'	-	-	-	-	-	10'-12'	10'	10'	11'	12'	12'	10'	-	-	-	12'
			Constrained	5'-16'	5'	14'	15'	16'	-	-	-	-	-	9'-11'	9'	9'	10'	11'	11'	9'	-	-	-	11'
Industrial	Arterial	Curb	Preferred	7'-18'	7'	16'	17'	18'	5'-11'	5'	7'	+2'	+4'	14'-15'	14'	14'	15'	15'	14'	13'	14'	1'9" each	10'6"	14'
			Constrained	6'-16'	6'	14'	15'	16'	3'-9'	3'	6'	+1'6"	+3'	12'-13'	13'	12'	13'	13'	12'	12'	12'	1'9" each	8'6"	12'
	Collector	Curb	Preferred	7'-18'	7'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	14'-15'	14'	14'	15'	15'	14'	13'	-	-	-	-
			Constrained	6'-16'	6'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	12'-13'	13'	12'	13'	13'	12'	12'	-	-	-	-
	Local	Curb	Preferred	7'-18'	7'	16'	17'	18'	-	-	-	-	-	13'-14'	13'	13'	14'	14'	13'	13'	-	-	-	-
			Constrained	6'-16'	6'	14'	15'	16'	-	-	-	-	-	12'	12'	12'	12'	12'	12'	12'	-	-	-	-

- = not typical; * = additional space may be needed for transit stop accommodation; ** = does not include 2 foot wide gutter pan; *** = lane width without parking (provide extra space for parking type, if provided)

The matrix shows recommended and constrained widths for different zones under varying circumstances (if the zone is included). In some cases, the zone may be completely removed. The constrained width shows the width in constrained circumstances if the zone is included.

When using the matrix, select the highest number for that zone based on the accommodations identified (eg. Frontage zone that has zero setback and a sidepath, the preferred width is 3 feet).

This matrix is intended to be a guide for typical sections. For unique situations or for additional guidance, refer the to section in Chapter 4 specific to the zone in question.

Table 2: General Urban Matrix

Decision Tree Elements				Sidewalk zone													
Primary land use	Street classification	Drainage	Preferred or Constrained	**Frontage zone**	w/ no setback	w/ sidewalk café	w/ setback	w/ sidepath	**Pedestrian zone**	Sidewalk	Sidepath	**Amenity zone***	w/ amenities	w/ sidewalk café	**Curb zone**	Curb	Gutter pan
Residential	Arterial	Curb	Preferred	0'-3'	3'	-	0'	2'	6'-12'	6'	12'	8'	8'	-	2'6"	6"	2'
			Constrained	0'-2'	1'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Collector	Curb	Preferred	0'-3'	3'	-	0'	2'	6'-12'	5'	12'	8'	8'	-	2'6"	6"	2'
			Constrained	0'-2'	1'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Local	Curb	Preferred	0'-2'6"	2'6"	-	0'	2'	6'-12'	5'	12'	8'	8'	-	2'6"	6"	2'
			Constrained	0'-2'	1'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
Mixed-use / local business	Arterial	Curb	Preferred	0'-8'	3'	8'	0'	2'	8'-12'	8'	12'	7'-8'	7'	8'	2'6"	6"	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Collector	Curb	Preferred	0'-8'	3'	8'	0'	2'	6'-12'	6'	12'	7'-8'	7'	8'	2'6"	6"	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Local	Curb	Preferred	0'-8'	2'6"	8'	0'	2'	6'-12'	6'	12'	7'-8'	7'	8'	2'6"	6"	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
Regional business	Arterial	Curb	Preferred	0'-8'	3'	8'	0'	2'	8'-12'	8'	12'	7'-8'	7'	8'	2'6"	6"	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Collector	Curb	Preferred	0'-8'	3'	8'	0'	2'	6'-12'	6'	12'	7'-8'	7'	8'	2'6"	6"	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Local	Curb	Preferred	0'-8'	2'6"	8'	0'	2'	6'-12'	6'	12'	7'-8'	7'	8'	2'6"	6"	2'
			Constrained	0'-6'	2'	6'	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
Industrial	Arterial	Curb	Preferred	0'-3'	3'	-	0'	2'	6'-12'	6'	12'	7'	7'	-	2'6"	6"	2'
			Constrained	0'-2'	2'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Collector	Curb	Preferred	0'-3'	3'	-	0'	2'	6'-12'	5'	12'	7'	7'	-	2'6"	6"	2'
			Constrained	0'-2'	2'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'
	Local	Curb	Preferred	0'-2'6"	2'6"	-	0'	2'	6'-12'	5'	12'	7'	7'	-	2'6"	6"	2'
			Constrained	0'-2'	2'	-	0'	2'	5'-10'	5'	10'	5'	5'	-	2'6"	6"	2'

Decision Tree Elements				Travel zone																Center / median zone			
Primary land use	Street classification	Drainage	Preferred or Constrained	**Parking Zone****	Parallel**	45 degree**	60 degree**	90 degree**	**Bike lane (+ buffer)**	w/o parking**	w/ parking	*w/ single buffer*	*w double buffer*	**Outside travel lane**	Marked shared lane**	w/o parking**	w/ parallel parking	w/ angled parking	w/ transit service***	**General travel lanes**	**Median**	curb and gutter (x2)	back curb to back curb	**Turn lane**
Residential	Arterial	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	11'-13'	13'	11'	11'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	10'-11'	10'	10'	10'	11'	11'	10'	11'	1'9" each	7'6"	11'
	Collector	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	10'-12'	10'	10'	10'	12'	12'	10'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	9'-11'	9'	9'	9'	11'	11'	9'	11'	1'9" each	7'6"	11'
	Local	Curb	Preferred	6'-18'	5'	16'	17'	18'	-	-	-	-	-	10'-12'	10'	10'	10'	12'	12'	10'	-	-	-	12'
			Constrained	5'-16'	5'	14'	15'	16'	-	-	-	-	-	9'-11'	9'	9'	9'	11'	11'	9'	-	-	-	11'
Mixed-use / local business	Arterial	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-11'	4'	7'	+2'	+4'	11'-13'	13'	11'	12'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-9'	3'	6'	+1'6"	+3'	10'-11'	10'	10'	11'	11'	11'	10'	11'	1'9" each	7'6"	11'
	Collector	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	11'-12'	11'	11'	12'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	10'-11'	10'	10'	11'	11'	11'	9'	11'	1'9" each	7'6"	11'
	Local	Curb	Preferred	6'-18'	6'	16'	17'	18'	-	-	-	-	-	10'-12'	10'	10'	11'	12'	12'	10'	-	-	-	12'
			Constrained	5'-16'	5'	14'	15'	16'	-	-	-	-	-	9'-11'	9'	9'	10'	11'	11'	9'	-	-	-	11'
Regional business	Arterial	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-11'	4'	7'	+2'	+4'	11'-13'	13'	11'	12'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-9'	3'	6'	+1'6"	+3'	10'-11'	10'	10'	11'	11'	11'	10'	11'	1'9" each	7'6"	11'
	Collector	Curb	Preferred	6'-18'	6'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	11'-12'	11'	11'	12'	12'	12'	11'	12'	1'9" each	8'6"	12'
			Constrained	5'-16'	5'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	10'-11'	10'	10'	11'	11'	11'	9'	11'	1'9" each	7'6"	11'
	Local	Curb	Preferred	6'-18'	6'	16'	17'	18'	-	-	-	-	-	10'-12'	10'	10'	11'	12'	12'	10'	-	-	-	12'
			Constrained	5'-16'	5'	14'	15'	16'	-	-	-	-	-	9'-11'	9'	9'	10'	11'	11'	9'	-	-	-	11'
Industrial	Arterial	Curb	Preferred	7'-18'	7'	16'	17'	18'	5'-11'	5'	7'	+2'	+4'	14'-15'	14'	14'	15'	15'	14'	13'	14'	1'9" each	10'6"	14'
			Constrained	6'-16'	6'	14'	15'	16'	3'-9'	3'	6'	+1'6"	+3'	12'-13'	13'	12'	13'	13'	12'	12'	12'	1'9" each	8'6"	12'
	Collector	Curb	Preferred	7'-18'	7'	16'	17'	18'	4'-10'	4'	6'	+2'	+4'	14'-15'	14'	14'	15'	15'	14'	13'	-	-	-	-
			Constrained	6'-16'	6'	14'	15'	16'	3'-8'	3'	5'	+1'6"	+3'	12'-13'	13'	12'	13'	13'	12'	12'	-	-	-	-
	Local	Curb	Preferred	7'-18'	7'	16'	17'	18'	-	-	-	-	-	13'-14'	13'	13'	14'	14'	13'	13'	-	-	-	-
			Constrained	6'-16'	6'	14'	15'	16'	-	-	-	-	-	12'	12'	12'	12'	12'	12'	12'	-	-	-	-

*- = not typical; * = additional space may be needed for transit stop accommodation; ** = does not include 2 foot wide gutter pan; *** = lane width without parking (provide extra space for parking type, if provided)*

The matrix shows recommended and constrained widths for different zones under varying circumstances (if the zone is included). In some cases, the zone may be completely removed. The constrained width shows the width in constrained circumstances if the zone is included.

When using the matrix, select the highest number for that zone based on the accommodations identified (eg. Frontage zone that has zero setback and a sidepath, the preferred width is 3 feet).

This matrix is intended to be a guide for typical sections. For unique situations or for additional guidance, refer the to section in Chapter 4 specific to the zone in question.

Table 3: Suburban Curb & Gutter Matrix

Decision Tree Elements				Sidewalk zone													
Primary land use	Street classification	Drainage	Preferred or Constrained	**Frontage zone**	w/ no setback	w/ sidewalk café	w/ setback	w/ sidepath	**Pedestrian zone**	Sidewalk	Sidepath	**Amenity zone***	w/ amenities	w/ sidewalk café	**Curb zone**	Curb	Gutter pan
Residential	Arterial	Curb	Preferred	**0'-3'**	3'	-	0'	2'	**6'-12'**	6'	12'	**8'**	8'	-	**2'6"**	6"	2'
			Constrained	**0'-2'**	1'	-	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
	Collector	Curb	Preferred	**0'-3'**	3'	-	0'	2'	**6'-12'**	5'	12'	**8'**	8'	-	**2'6"**	6"	2'
			Constrained	**0'-2'**	1'	-	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
	Local	Curb	Preferred	**0'-2'6"**	2'6"	-	0'	2'	**6'-12'**	5'	12'	**8'**	8'	-	**2'6"**	6"	2'
			Constrained	**0'-2'**	1'	-	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
Mixed-use / local business	Arterial	Curb	Preferred	**0'-8'**	3'	8'	0'	2'	**6'-12'**	6'	12'	**8'**	8'	8'	**2'6"**	6"	2'
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
	Collector	Curb	Preferred	**0'-8'**	3'	8'	0'	2'	**6'-12'**	6'	12'	**8'**	8'	8'	**2'6"**	6"	2'
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
	Local	Curb	Preferred	**0'-8'**	2'6"	8'	0'	2'	**6'-12'**	6'	12'	**8'**	8'	8'	**2'6"**	6"	2'
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
Regional business	Arterial	Curb	Preferred	**0'-8'**	3'	8'	0'	2'	**6'-12'**	6'	12'	**8'**	8'	8'	**2'6"**	6"	2'
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
	Collector	Curb	Preferred	**0'-8'**	3'	8'	0'	2'	**6'-12'**	6'	12'	**8'**	8'	8'	**2'6"**	6"	2'
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
	Local	Curb	Preferred	**0'-8'**	2'6"	8'	0'	2'	**6'-12'**	6'	12'	**8'**	8'	8'	**2'6"**	6"	2'
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
Industrial	Arterial	Curb	Preferred	**0'-3'**	3'	-	0'	2'	**6'-12'**	6'	12'	**8'**	8'	-	**2'6"**	6"	2'
			Constrained	**0'-2'**	2'	-	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
	Collector	Curb	Preferred	**0'-3'**	3'	-	0'	2'	**6'-12'**	5'	12'	**8'**	8'	-	**2'6"**	6"	2'
			Constrained	**0'-2'**	2'	-	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'
	Local	Curb	Preferred	**0'-2'6"**	2'6"	-	0'	2'	**6'-12'**	5'	12'	**8'**	8'	-	**2'6"**	6"	2'
			Constrained	**0'-2'**	2'	-	0'	2'	**5'-10'**	5'	10'	**5'**	5'	-	**2'6"**	6"	2'

Travel zone																			Center / median zone			
Parking Zone**	Parallel**	45 degree**	60 degree**	90 degree**	**Bike lane (+ buffer)**	w/o parking**	w/ parking	*w/ single buffer*	*w double buffer*	**Outside travel lane**	Marked shared lane**	w/o parking**	w/ parallel parking	w/ angled parking	w/ transit service***	**General travel lanes**	**Median**	curb and gutter (x2)	back curb to back curb	**Turn lane**
6'-18'	6'	16'	17'	18'	**4'-10'**	4'	6'	+2'	+4'	**11'-12'**	-	11'	-	-	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
5'-16'	5'	14'	15'	16'	**3'-8'**	3'	5'	+1'6"	+3'	**10'-11'**	-	10'	-	-	11'	**10'**	**11'**	1'9" each	7'6"	**11'**
6'-18'	6'	16'	17'	18'	**4'-10'**	4'	6'	+2'	+4'	**10'-12'**	10'	10'	10'	12'	12'	**10'**	**12'**	1'9" each	8'6"	**12'**
5'-16'	5'	14'	15'	16'	**3'-8'**	3'	5'	+1'6"	+3'	**9'-11'**	9'	9'	9'	11'	11'	**9'**	**11'**	1'9" each	7'6"	**11'**
6'-18'	5'	16'	17'	18'	**-**	-	-	-	-	**10'-12'**	10'	10'	10'	12'	12'	**10'**	**-**	-	-	**12'**
5'-16'	5'	14'	15'	16'	**-**	-	-	-	-	**9'-11'**	9'	9'	9'	11'	11'	**9'**	**-**	-	-	**11'**
6'-18'	6'	16'	17'	18'	**4'-11'**	4'	7'	+2'	+4'	**11'-12'**	-	11'	-	-	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
5'-16'	5'	14'	15'	16'	**3'-9'**	3'	6'	+1'6"	+3'	**10'-11'**	-	10'	-	-	11'	**10'**	**11'**	1'9" each	7'6"	**11'**
6'-18'	6'	16'	17'	18'	**4'-10'**	4'	6'	+2'	+4'	**11'-12'**	11'	11'	12'	12'	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
5'-16'	5'	14'	15'	16'	**3'-8'**	3'	5'	+1'6"	+3'	**10'-11'**	10'	10'	11'	11'	11'	**9'**	**11'**	1'9" each	7'6"	**11'**
6'-18'	6'	16'	17'	18'	**-**	-	-	-	-	**10'-12'**	10'	10'	11'	12'	12'	**10'**	**-**	-	-	**12'**
5'-16'	5'	14'	15'	16'	**-**	-	-	-	-	**9'-11'**	9'	9'	10'	11'	11'	**9'**	**-**	-	-	**11'**
6'-18'	6'	16'	17'	18'	**4'-11'**	4'	7'	+2'	+4'	**11'-12'**	-	11'	-	-	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
5'-16'	5'	14'	15'	16'	**3'-9'**	3'	6'	+1'6"	+3'	**10'-11'**	-	10'	-	-	11'	**10'**	**11'**	1'9" each	7'6"	**11'**
6'-18'	6'	16'	17'	18'	**4'-10'**	4'	6'	+2'	+4'	**11'-12'**	11'	11'	12'	12'	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
5'-16'	5'	14'	15'	16'	**3'-8'**	3'	5'	+1'6"	+3'	**10'-11'**	10'	10'	11'	11'	11'	**9'**	**11'**	1'9" each	7'6"	**11'**
6'-18'	6'	16'	17'	18'	**-**	-	-	-	-	**10'-12'**	10'	10'	11'	12'	12'	**10'**	**-**	-	-	**12'**
5'-16'	5'	14'	15'	16'	**-**	-	-	-	-	**9'-11'**	9'	9'	10'	11'	11'	**9'**	**-**	-	-	**11'**
7'-18'	7'	16'	17'	18'	**5'-11'**	5'	7'	+2'	+4'	**14'**	-	14'	-	-	14'	**13'**	**14'**	1'9" each	10'6"	**14'**
6'-16'	6'	14'	15'	16'	**3'-9'**	3'	6'	+1'6"	+3'	**12'**	-	12'	-	-	12'	**12'**	**12'**	1'9" each	8'6"	**12'**
7'-18'	7'	16'	17'	18'	**4'-10'**	4'	6'	+2'	+4'	**14'-24'**	14'	14'	15'	14'	14'	**13'**	**-**	-	-	**-**
6'-16'	6'	14'	15'	16'	**3'-8'**	3'	5'	+1'6"	+3'	**12'-13'**	13'	12'	13'	13'	12'	**12'**	**-**	-	-	**-**
7'-18'	7'	16'	17'	18'	**-**	-	-	-	-	**13'-14'**	13'	13'	14'	14'	13'	**13'**	**-**	-	-	**-**
6'-16'	6'	14'	15'	16'	**-**	-	-	-	-	**12'**	12'	12'	12'	12'	12'	**12'**	**-**	-	-	**-**

*- = not typical; * = additional space may be needed for transit stop accommodation; ** = does not include 2 foot wide gutter pan; *** = lane width without parking (provide extra space for parking type, if provided)*

The matrix shows recommended and constrained widths for different zones under varying circumstances (if the zone is included). In some cases, the zone may be completely removed. The constrained width shows the width in constrained circumstances if the zone is included.

When using the matrix, select the highest number for that zone based on the accommodations identified (eg. Frontage zone that has zero setback and a sidepath, the preferred width is 3 feet).

This matrix is intended to be a guide for typical sections. For unique situations or for additional guidance, refer the to section in Chapter 4 specific to the zone in question.

Table 4: Suburban Open Ditch Matrix

Decision Tree Elements				Sidewalk zone									Travel zone									Center / median zone			
Primary land use	Street classification	Drainage	Preferred or Constrained	**Frontage zone**	w/ no setback	w/ sidewalk café	w/ setback	w/ sidepath	**Pedestrian zone**	Sidewalk	Sidepath	**Amenity zone***	**Shoulder**	Paved or unpaved	Paved for bike use	**Outside travel lane****	Marked shared lane	w/o parallel parking	w/ parallel parking	w/ transit service	**General travel lanes**	**Median**	curb and gutter (x2)	back curb to back curb	**Turn lane**
Residential	Arterial	Ditch	Preferred	**0'-3'**	3'	-	0'	2'	**6'-12'**	6'	12'	*	**3'-5'**	3'	5'	**12'**	-	12'	-	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
			Constrained	**0'-2'**	1'	-	0'	2'	**5'-10'**	5'	10'	*	**2'-4'**	2'	4'	**11'**	-	11'	-	11'	**10'**	**11'**	1'9" each	7'6"	**11'**
	Collector	Ditch	Preferred	**0'-3'**	3'	-	0'	2'	**6'-12'**	5'	12'	*	**3'-5'**	3'	5'	**12'-13'**	13'	12'	13'	12'	**10'**	**12'**	1'9" each	8'6"	**12'**
			Constrained	**0'-2'**	1'	-	0'	2'	**5'-10'**	5'	10'	*	**2'-4'**	2'	4'	**11'-12'**	12'	11'	12'	11'	**9'**	**11'**	1'9" each	7'6"	**11'**
	Local	Ditch	Preferred	**0'-2'6"**	2'6"	-	0'	2'	**6'-12'**	5'	12'	*	**3'**	3'	-	**11'-12'**	12'	11'	12'	12'	**10'**	**-**	-	-	**12'**
			Constrained	**0'-2'**	1'	-	0'	2'	**5'-10'**	5'	10'	*	**2'**	2'	-	**10'-11'**	11'	10'	11'	11'	**9'**	**-**	-	-	**11'**
Mixed-use / local business	Arterial	Ditch	Preferred	**0'-8'**	3'	8'	0'	2'	**6'-12'**	6'	12'	*	**3'-5'**	3'	5'	**12'**	-	12'	-	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	*	**2'-4'**	2'	4'	**11'**	-	11'	-	11'	**10'**	**11'**	1'9" each	7'6"	**11'**
	Collector	Ditch	Preferred	**0'-8'**	3'	8'	0'	2'	**6'-12'**	6'	12'	*	**3'-5'**	3'	5'	**12'-13'**	13'	12'	13'	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	*	**2'-4'**	2'	4'	**11'-12'**	12'	11'	12'	11'	**9'**	**11'**	1'9" each	7'6"	**11'**
	Local	Ditch	Preferred	**0'-8'**	2'6"	8'	0'	2'	**6'-12'**	6'	12'	*	**3'**	3'	-	**12'**	12'	12'	12'	12'	**10'**	**-**	-	-	**12'**
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	*	**2'**	2'	-	**11'**	11'	11'	11'	11'	**9'**	**-**	-	-	**11'**
Regional business	Arterial	Ditch	Preferred	**0'-8'**	3'	8'	0'	2'	**6'-12'**	6'	12'	*	**3'-5'**	3'	5'	**12'**	-	12'	-	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	*	**2'-4'**	2'	4'	**11'**	-	11'	-	11'	**10'**	**11'**	1'9" each	7'6"	**11'**
	Collector	Ditch	Preferred	**0'-8'**	3'	8'	0'	2'	**6'-12'**	6'	12'	*	**3'-5'**	3'	5'	**12'-13'**	13'	12'	13'	12'	**11'**	**12'**	1'9" each	8'6"	**12'**
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	*	**2'-4'**	2'	4'	**11'-12'**	12'	11'	12'	11'	**9'**	**11'**	1'9" each	7'6"	**11'**
	Local	Ditch	Preferred	**0'-8'**	2'6"	8'	0'	2'	**6'-12'**	6'	12'	*	**3'**	3'	-	**12'**	12'	12'	12'	12'	**10'**	**-**	-	-	**12'**
			Constrained	**0'-6'**	2'	6'	0'	2'	**5'-10'**	5'	10'	*	**2'**	2'	-	**11'**	11'	11'	11'	11'	**9'**	**-**	-	-	**11'**
Industrial	Arterial	Ditch	Preferred	**0'-3'**	3'	-	0'	2'	**6'-12'**	6'	12'	*	**3'-7'**	3'	6'	**14'**	-	14'	-	14'	**13'**	**14'**	1'9" each	10'6"	**14'**
			Constrained	**0'-2'**	2'	-	0'	2'	**5'-10'**	5'	10'	*	**2'-5'**	2'	5'	**12'**	-	12'	-	12'	**12'**	**12'**	1'9" each	8'6"	**12'**
	Collector	Ditch	Preferred	**0'-3'**	3'	-	0'	2'	**6'-12'**	5'	12'	*	**3'-5'**	3'	5'	**14'**	14'	14'	14'	14'	**13'**	**-**	-	-	**-**
			Constrained	**0'-2'**	2'	-	0'	2'	**5'-10'**	5'	10'	*	**2'-4'**	2'	4'	**12'-13'**	13'	12'	13'	12'	**12'**	**-**	-	-	**-**
	Local	Ditch	Preferred	**0'-2'6"**	2'6"	-	0'	2'	**6'-12'**	5'	12'	*	**3'**	3'	-	**13'**	13'	13'	13'	13'	**13'**	**-**	-	-	**-**
			Constrained	**0'-2'**	2'	-	0'	2'	**5'-10'**	5'	10'	*	**2'**	2'	-	**12'**	12'	12'	12'	12'	**12'**	**-**	-	-	**-**

- = not typical; * = dependent upon drainage requirements; ** = an additional 1 foot of pavement is required outside of the outside lane line

The matrix shows recommended and constrained widths for different zones under varying circumstances (if the zone is included). In some cases, the zone may be completely removed. The constrained width shows the width in constrained circumstances if the zone is included.

When using the matrix, select the highest number for that zone based on the accommodations identified (eg. Frontage zone that has zero setback and a sidepath, the preferred width is 3 feet).

This matrix is intended to be a guide for typical sections. For unique situations or for additional guidance, refer the to section in Chapter 4 specific to the zone in question.

INTRODUCTION

CHAPTER CONTENT & ORGANIZATION

This chapter identifies options for designing intersections based on the desired or existing configuration. Intersection treatments for motor vehicles are designed according to engineering considerationsand the Pedestrian Master Plan contains detailed design guidance. This chapter presents general intersection design guidance with an emphasis on intersection design for bicycles.

This chapter covers the various types of intersections including mid-block crossings, driveways, and several types of street intersections including uncontrolled, stop controlled, and signalized. Preferred options for intersection treatments are identified for each type of intersection. The advantages, disadvantages, typical applications, and design guidance are also provided along with example configuration illustrations.

Although not all intersection options are covered in this chapter, the options presented represent the majority of the intersection configurations that Wichita will encounter when implementing the recommendations from the Bicycle Master Plan. For options and design treatments beyond those identified in this chapter, consult the Manual on Uniform Traffic Control Devices (MUTCD), American Association of State Highway and Transportation Officials guides, National Association of City Transportation Officials (AASHTO) guides, and Chapter 10 of the Institute of Transportation Engineers (ITE) Designing Walkable Urban Thoroughfares.

GENERAL DESIGN CONSIDERATIONS

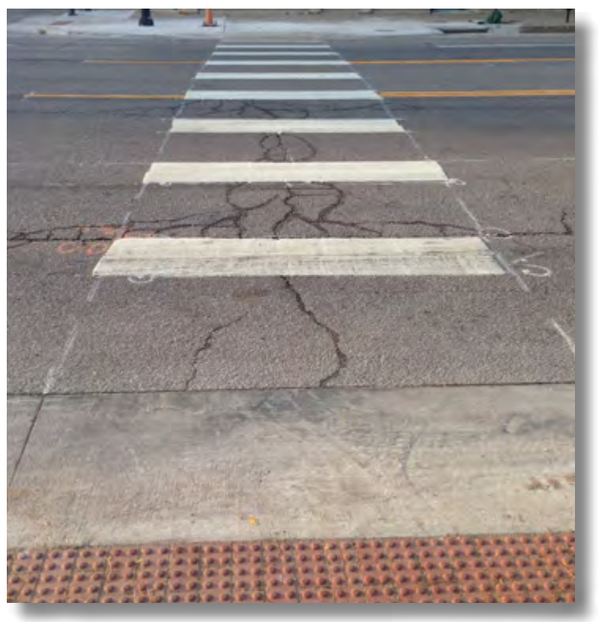
Intersections are a place where conflict points exist. There are through movements, left turn movements, and right turn movements. A conflict point exists where a movement crosses, diverges from, or merges with another movement. For the transportation network to operate safely and efficiently, these conflict points need to be managed.

Proper intersection design allows all users to be confident and feel safe when crossing through intersections. This requires a delicate balance of the needs of each mode and all users including the elderly and mobility challenged.

There are many considerations when initially designing or redesigning an intersection. The following is a list of some of the major considerations:

- How will the intersection safely accommodate all users?
- How will it meet the projected use for each mode?
- How efficiently will it operate?
- How will it balance the demands for each mode?
- How will it provide for predictable and intuitive movements?
- How will it provide a high degree of visibility for all users?
- How will it complement the context of the surrounding development?

Intersections are the main points where pedestrians cross streets. Pedestrians often feel vulnerable crossing through intersections. Reducing the crossing distance and providing other enhancements can improve pedestrian confidence when crossing through intersections and even promote pedestrian travel.



Transit stops are frequently located at or very near intersections. Consideration should be given to the location of bus stops along existing and future transit routes. Along with transit, pedestrian crossings in close proximity to transit stops should be provided. Also, bicycle lane lines should be dotted (2 foot line and 4 foot gap) at bus stops and at bus pullouts For more information on transit stop design, refer to **Chapter 6**.

Bicyclists travel through intersections on both on-street and off-street facilities. Dedicated bicycle facilities should provide intuitive movements so all users know where to expect bicyclists to operate. Pavement markings and signage can help bicyclists navigate confusing or potentially hazardous intersections. Often times, there will be a "mixing zone" on the approach to an intersection, which is an area where bicyclists and cars can cross through the same space. The design guidance in this chapter identifies options for accommodating bicyclists at different types of intersections.

Motor vehicles (cars, trucks, motorcycles, large trucks, buses, emergency vehicles, etc.) will benefit from proper intersection design. This chapter does not expressly identify design guidance for accommodating motor vehicles. However, it provides guidance to allow for intersections to operate safely for all users, including motorists.

Specifically beneficial to motorists, consideration should be given to an intersection within the context of a corridor rather than an isolated point. Signal timing and synchronization can also benefit motorists by reducing delay at signalized intersections along a corridor. Improvements or modifications to other intersections along a corridor can also reduce conflicts at a problematic intersection by promoting an alternate route for vehilces.

AMERICANS WITH DISABILITIES ACT

Intersection treatment are required to follow the Americans with Disabilities Act (ADA). The United States Access Board has proposed guidelines for the design, construction, and alteration of facilities. This guidance covers sidewalks, street crossings, and other street elements. These Street Design Guidelines promote accessibility for all people no matter age or ability and are consistent with the proposed guidelines. It is assumed that all intersection designs will provide ADA accommodations. Therefore, limited ADA design guidance is provided by this document.

ACCESS MANAGEMENT

The City of Wichita's access management guide outlines the preferred access management practices along major arterials. This policy encourages more motor vehicle travel along major streets and fewer through trips on minor local streets. It provides guidance and requirements for access management to improve the safety of intersections.

All major street approaches are required to include raised center medians at least 300 feet long and at least 4 feet wide. These medians are intended to reduce vehicular conflicts within an intersection area.

Property access points on arterial streets are also required to be setback from the intersection to improve safety and operations at intersections. A 200 foot setback is required for the first right-in/right-out driveway from an intersection. A 400 foot setback is required for first full-turning movement driveway. These measurements are to be from the point where street right-of-ways intersect.

Access points are required to be properly spaced. There must be at least:

- 400 feet between full-turning movement drives on the same side of the street
- 200 feet between right-in/right-out drives
- 200 feet minimum offset for drives not lined up on opposite sides of arterials and not having conflicting left turns
- 400 feet between drives on opposite sides

Where right-in/right-out drives are provided, a median to divert unintended vehicular movements should be considered. Also, the design of the right-in/right-out drive should properly channel traffic into the intended position and discourage use as a full-turning drive.

MID-BLOCK CROSSINGS

Mid-block crossings occur where a crosswalk is provided for pedestrians and bicyclists that is at least 100 feet away from a stop controlled or yield controlled cross street. Mid-block crossings can include a variety of treatments from simple pavement markings and signs to traffic signals with pedestrian signals.

GENERAL GUIDANCE

The design and crossing treatments for mid-block crossings should be based upon many factors. The number of lanes to be crossed, presence of median, average daily vehicular traffic, and speed limit should factor into the crossing treatment. Other considerations include site distances, pedestrian volumes, vehicle mix, lighting, et cetera.

Many bicycle boulevard identified in the Bicycle Master Plan intersect arterials near existing mid-block pedestrian crossing signals. Some may necessitate new mid-block crossing signals, depending on motor vehicle speeds, volumes, and gaps for crossings. It is important to provide a proper design to allow for bicyclists to travel between the bicycle boulevard and the crossing. Design guidance for this concept is provided in the stop controlled intersections section.

DESIGN GUIDANCE

Design guidance for mid-block crossings is provided in Appendix G of the Bicycle Master Plan. Guidance on mid-block crossing treatments are provided in Chapter 7 of the Pedestrian Master Plan (see guidance on Crosswalks, Crossing Island, Mid-Block Crossing, Rectangular Rapid Flash Beacons, Illumination at Pedestrian Crossings, and Curb Extensions).

DRIVEWAYS

A driveway is a vehicular access point between a street and adjacent property. These access points can be signalized but are most often uncontrolled. At uncontrolled driveways, the entering/exiting vehicle must yield the right-of-way to all users in the street or on the sidewalk or sidepath.

GENERAL GUIDANCE

Bicyclists and pedestrians will often travel across a driveway on the intersecting street. Signalized driveways should be treated like other signalized intersections. The design guidance for these intersections is presented later in this chapter in the signalized intersections section. Uncontrolled driveways should be treated differently than signalized driveways. The guidance in this section covers uncontrolled driveway intersections.

On-street bicycle facilities are often preferred over off-street facilities where there will be many uncontrolled driveway crossings. However, sidepaths may be the better option due to other circumstances like high motor vehicle speeds and volumes along the street.

DESIGN GUIDANCE

Sidewalks/Sidepaths

Sidewalks and sidepaths within the driveway should continue at the same grade as ingress and egress and must not exceed a 2 percent cross slope. These intersections should not look like typical street intersections with curb ramps down to and up from the driveway. The driveway apron between the sidewalk or sidepath should bring the driveway to the same grade as the sidewalk or sidepath.

The driveway apron should be completely within the amenity zone. Where the sidewalk or sidepath on either side of the driveway is directly adjacent to the curb, consider moving it back from the curb to be completely outside of the driveway apron. For additional guidance on driveway design, refer to the Pedestrian Master Plan and Bicycle Master Plan.

Bicycle Lanes

Conventional and buffered bicycle lanes at minor uncontrolled driveways should continue the solid bicycle lane lines. For buffered bicycle lanes, consider discontinuing any crosshatching in the buffer area. At major driveways, the bicycle lane lines should be terminated and dotted lane lines can be used.

The need for bicycle lane pavement markings (bicycle lane word and/or symbol and arrow markings, MUTCD 9C-3) indicating the bicycle lane should be considered after each driveway. They are not needed for each minor driveway, such as those to residences. These markings are more desirable when the driveway has a higher volume of traffic, such as uncontrolled driveways to major businesses.

Bicycle Boulevards (Shared Lane Markings)

Bicycle boulevards at uncontrolled driveways should continue with the typical design. Similar to bicycle lane pavement markings, consideration should be given to the need for placement of shared lane markings after major driveways.

Right-In/Right-Out

Where right-in/right-out driveways are used, consider the need for a center median to reinforce proper use of the driveway. Also, the driveway should be designed to channelize and deflect traffic into and out of the property to encourage proper use of the right-in/right-out concept.

UNCONTROLLED INTERSECTIONS

An uncontrolled intersection is a street intersection where no traffic signals or signs are used to indicate the right-of-way. Uncontrolled intersections also include those with yield signs.

GENERAL GUIDANCE

The guidance provided in this section covers intersections between two streets. See the previous section for guidance on uncontrolled driveway intersections.

Bicycle lanes are not anticipated to be provided along streets with uncontrolled intersections of two streets because most bicycle lanes are recommended to be placed on arterial or major collector streets. If they do, the bicycle lane lines should be discontinued through the intersection.

Streets with bicycle lanes may intersect other streets at a roundabout, which is considered an uncontrolled intersection. Also, bicycle boulevards may cross through uncontrolled street intersections. Design guidance for bicycle lanes at roundabouts as well as bicycle boulevards at uncontrolled intersections are provided in this section.

It may be desirable to provide marked crosswalks when sidewalks or sidepaths cross uncontrolled street intersections to enhance the visibility of the crossing. Additional crossing enhancements at these locations may also be desired due to motor vehicle speeds, volumes, and the number of lanes to cross. See Chapter 7 of the Pedestrian Master Plan for more information on crosswalks and additional treatments for uncontrolled intersections.

DESIGN GUIDANCE

Bicycle Lanes at Roundabouts

There are two options for designing bicycle lanes at roundabouts. The first option is to drop the bicycle lane prior to entering the roundabout. The bicyclist can travel through the intersection in the general travel lanes. The bicycle lane should be dotted for 50 to 200 feet prior to termination. The dotted line should terminate at least 50 feet from the crosswalk ramp.

The second option provides a ramp to the sidewalk or sidepath to allow the bicyclist to use the roundabout like a pedestrian. For this option, the bicycle lane should be dotted for 50 to 200 feet prior to termination. The dotted line should terminate at the ramp, which should be placed at least 50 feet from the crosswalk ramp.

These options are shown in **Figure 24** below and further described on page 4-64 of the AASHTO *Guide for the Development of Bicycle Facilities* (2012, 4th Edition).

Bicycle Boulevards (Shared Lane Markings)

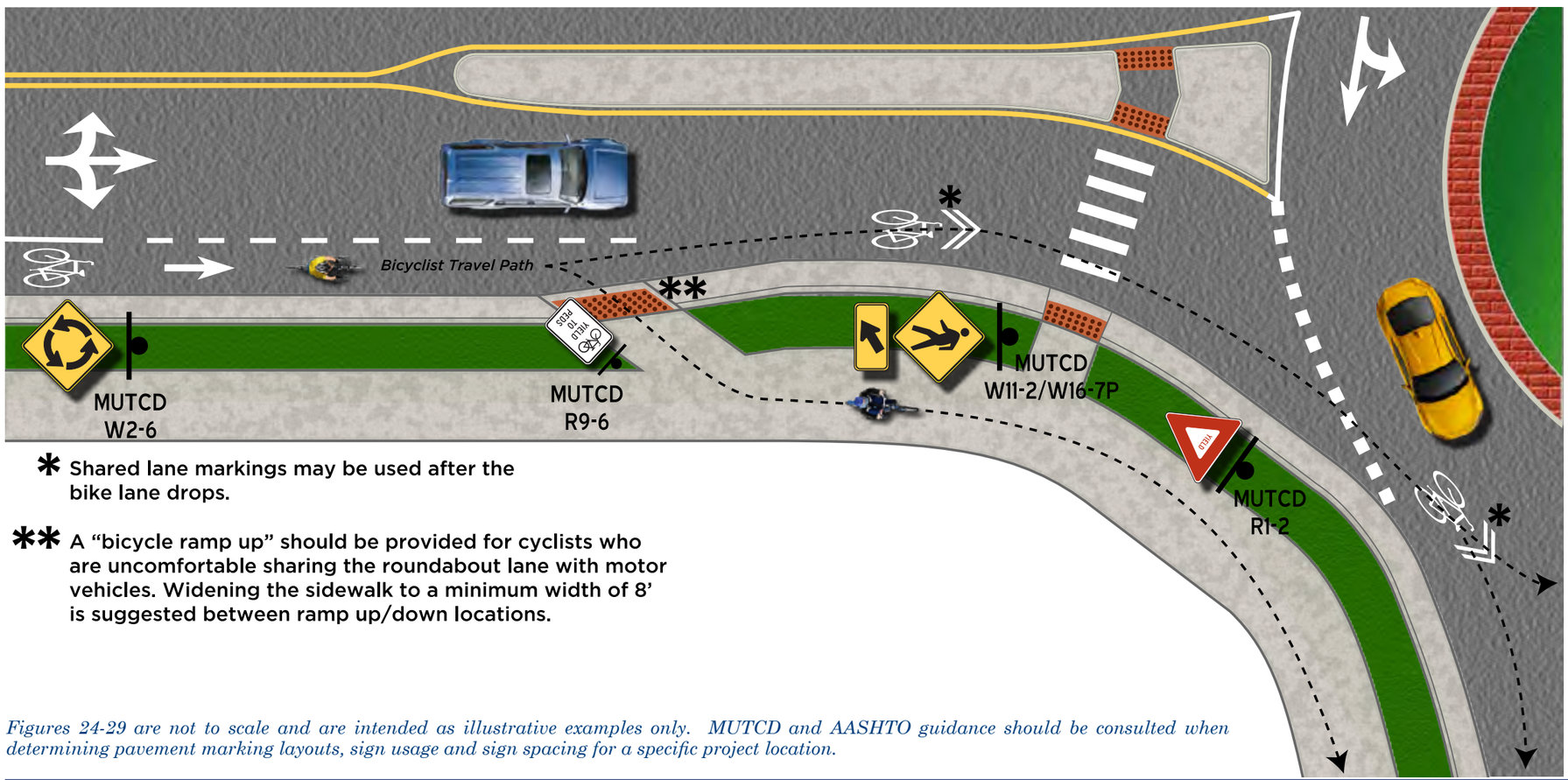
Bicycle boulevards may pass through uncontrolled intersections since they typically occur along low volume local or collector streets and often intersect with other low volume streets. These uncontrolled intersections may be configured like a typical intersection or a roundabout.

At typical intersections, such as 4-way intersections or T intersections, shared lane pavement markings should be provided after the intersection to enhance the visibility and guidance for bicycle use. To provide additional bicycle priority on the bicycle boulevard, stop or yield signs may be desirable on the cross street.

Bicycle boulevards may include mini roundabouts to decrease vehicular speeds and enhance the safety for bicyclists. These roundabouts should be sized to accommodate emergency vehicles. Shared lane pavement markings should be provided after the roundabout along the bicycle boulevard.

Additional guidance on bicycle boulevards is provided in Appendix G of the Bicycle Master Plan and for mini roundabouts (mini traffic circles) in Chapter 7 of the Pedestrian Master Plan.

Figure 24: Roundabout Treatment Options



Figures 24-29 are not to scale and are intended as illustrative examples only. MUTCD and AASHTO guidance should be consulted when determining pavement marking layouts, sign usage and sign spacing for a specific project location.

STOP CONTROLLED INTERSECTIONS

A stop controlled intersection is a street intersection where one or more of the approaches are stop controlled with signage to assign right-of-way to opposing traffic. These intersections use stop sign(s) to stop at least one direction of travel.

GENERAL GUIDANCE

Designing stop controlled intersections depends upon whether it is all-way stop controlled or just one or two directions are stop controlled. This section provides guidance for both situations.

DESIGN GUIDANCE

Sidewalks/Sidepaths

Where sidewalks or sidepaths cross at a stop controlled intersection, a marked crosswalk should be considered across the stop controlled street(s), especially in areas where pedestrian/bicyclist crossing volumes are high. Additional crossing enhancements may be desired, especially if the street being crossed is not stop controlled. Additional guidance on crosswalks at stop controlled intersections is available in Chapter 7 of the Pedestrian Master Plan.

Bicycle Lane on All-Way Stop

All-way stop intersections may include bicycle lanes. One option on the approach is to terminate the bicycle lane line and provide a shared lane marking. Another option is to use dotted bicycle lane lines 50 to 200 feet prior to the intersection and keep the dotted line against the curb since right turn lanes are not typically provided at all-way stops. The bicycle lane lines can also remain solid up to the intersection.

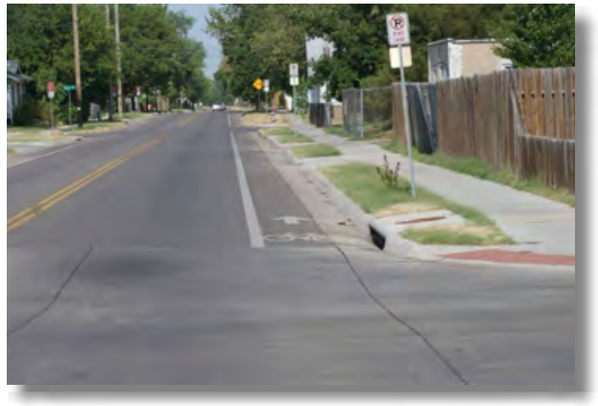
The bicycle lane lines should be completely discontinued through the intersection. Solid bicycle lane lines and bicycle lane pavement markings should be provided on the far side of the intersection if the bicycle lane is present on the far side. However, pavement markings may not be needed on the far side of all minor intersections.

Bicycle Lanes on Uncontrolled Movement

Bicycle lanes along arterials or major collectors will often cross through stop controlled intersections with the traffic on the arterial having the right-of-way. In this situation, the bicycle lane lines may remain solid. They can also be dotted for 50 to 200 feet on the approach if right turns are permitted. If right turns are prohibited, the lines should remain solid. The same guidance pertains to left side bicycle lanes on one way streets with left turn lanes.

If there is a right turn lane, the bicycle should follow the guidance for signalized intersections with a right turn lane. Refer to the sections on right turns and **Figure 25**.

The bicycle lane lines should be discontinued through the intersection. An optional dotted line can be provided through the intersection. Dotted lines should only be considered when extra guidance is needed for proper bicyclist positioning through an intersection.



On the far side of the intersection, bicycle lane lines should continue (if bicycle lane is present). Bicycle lane pavement markings should also be placed after the intersection, depending upon the need to express the bicycle lane use for bicyclists. They may not be needed at all minor intersections.

Bicycle Boulevards (Shared Lane Markings)

Bicycle boulevards should generally have the right-of-way at minor intersections. Consideration should be given to having the lanes along the bicycle boulevard uncontrolled and having the cross streets stop controlled. Another option is the inclusion of a mini roundabout. See the subsection on bicycle boulevards (shared lane markings) under the uncontrolled intersections section.

Regardless of whether or not bicycle boulevards have the right-of-way at stop controlled intersections, they should follow the typical design throughout the corridor. They should also have a shared lane marking on the far side of the intersection.

Bicycle boulevards are typically stop controlled when they intersect arterial streets and the arterial streets are not stop controlled. This typically does not provide for a safe crossing through the arterial, especially when traffic speeds and volumes are high along the arterial. Mid-block crossings or nearby intersection crosswalks may be utilized for safe crossings. Where bicyclists are encouraged to use a mid-block crossing or nearby crossing, the bicycle boulevard can transition into a sidepath prior to the intersection via a ramp similar to that illustrated in **Figure 26**. The transition can also be provided at the intersection, as illustrated on page G-21 in Appendix G of the Bicycle Master Plan. The sidepath should be a minimum of 8 feet wide (10 to 12 feet preferred) and connect to the crossing.

Where signalized crossings or other crossings are not in close proximity to the bicycle boulevard and arterial crossing, a new mid-block crossing in close proximity may be needed. Another option is to signalize the intersection. For additional guidance for bicycle boulevards and crossing arterial streets, refer to Appendix G of the Bicycle Master Plan.

SIGNALIZED INTERSECTIONS

A signal-controlled intersection is a street intersection where a traffic signal controller, either mechanical or electric, assigns right-of-way and indicates which traffic is allowed to proceed at any particular time. These are typically located where arterial streets intersect. They also occur where arterials intersect with higher volume collectors or entrances to major business developments.

This section provides some guidance for designing intersections to accommodate all modes, with additional detail for accommodating bicycle facilities at signalized intersections.

GENERAL GUIDANCE

The process of designing signalized intersections is complex. The design should consider context, street function, intersection geometry, and the volume of motor vehicles, bicyclists, and pedestrians. The design should create a balance for modes while enhancing the safety and predictability of movements at an intersection.

The following are some general design considerations for signalized intersections:

- Minimize unused space, such as excess pavement
- Eliminate unnecessary travel lanes
- Align lanes through an intersection
- Traffic signal coordination
- Restrict turns where they create safety conflicts or pose operational issues

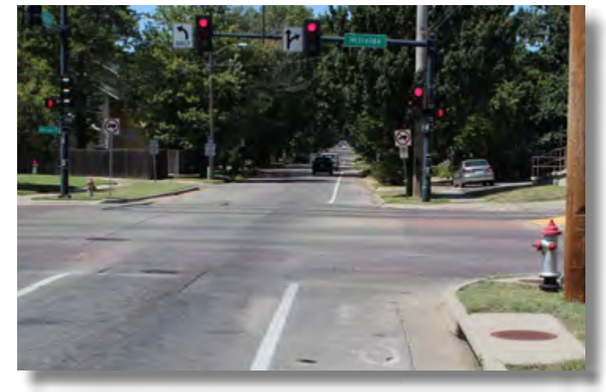
Bicycle movements should be clearly defined on the approach to the intersection. If bicycle lane lines need to be dropped, a mixing zone should be defined so bicyclists and motorists know where their movements may conflict.

Pedestrian access and safety is a major consideration at signalized intersections. These intersections, like most others, should be compact to allow shorter pedestrian crossings while still accommodating motor vehicle and bicycle needs. Signalized intersections should have marked crosswalks on all legs of the intersection except where pedestrians are prohibited or where pedestrian facilities are not present or likely be provided. The crossings should be accompanied by pedestrian crossing controls and countdown signals. Additional guidance is found in Chapter 7 of the Pedestrian Master Plan.

DESIGN GUIDANCE

Bicycle Through Movement

There are many options to provide for the through movement for bicyclists on the approach to an intersection. They are dependent upon the presence of right turn lanes if the bicycle lane is on the right side of the street. If they are on the left side of the street, they are dependent upon the presence of left turn lanes.



Bicycle lanes can be dotted or dotted and colored to guide bicyclists through the intersection. This treatment may be desired where extra guidance is needed for bicyclists to travel through the intersection, such as at large intersections, skewed intersections, or intersections with long and undefined areas. Where the bicycle lane continues on the far side of the intersection, solid bicycle lane lines should be provided after the intersection as well as a bicycle lane pavement marking.

If no right turn lane is present for a right side bicycle lane (or no left turn lane is present for a left side bicycle lane), the bicycle lane can remain solid or be dotted for 50 to 200 feet in advance of the intersection. Although less desirable, the bicycle lane can also be completely dropped. If dropped, shared lane markings are encouraged.

In certain circumstances, it may be desirable to provide a forward stop bar for bicylists. This allows bicyclists to stop ahead of motor vehicles at intersections in a highly visible position. This

Figure 25: Bicycle Lane with Right Turn Lane

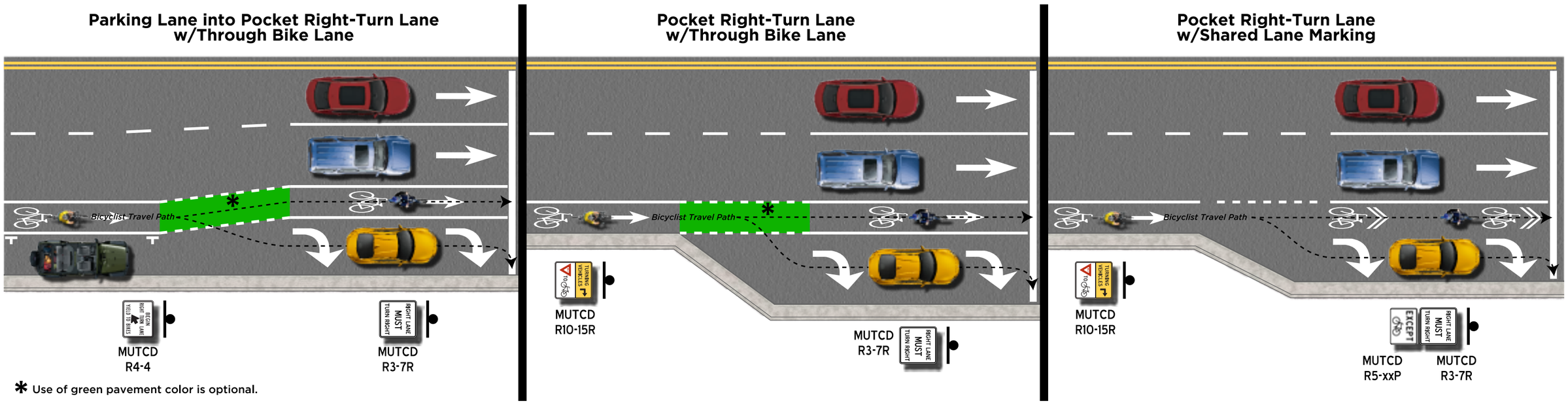


Figure 26: Advanced Travel Lane Drop

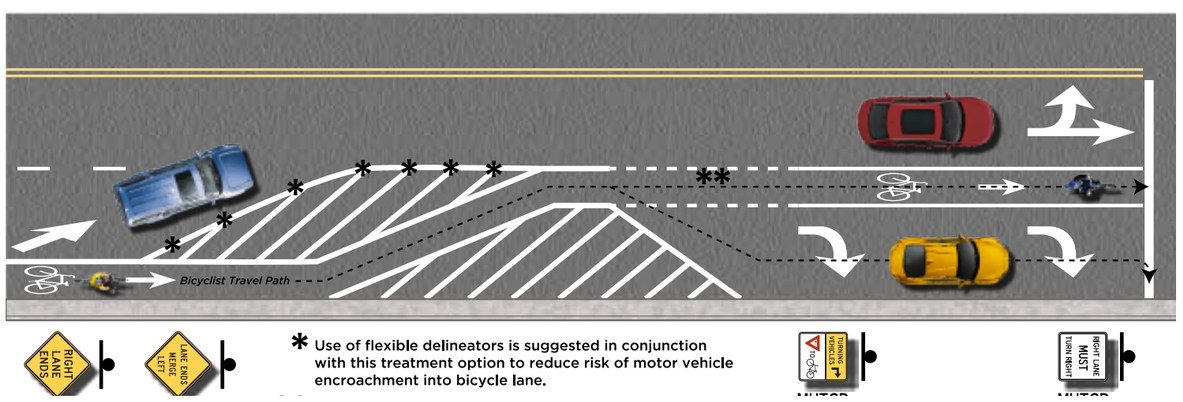
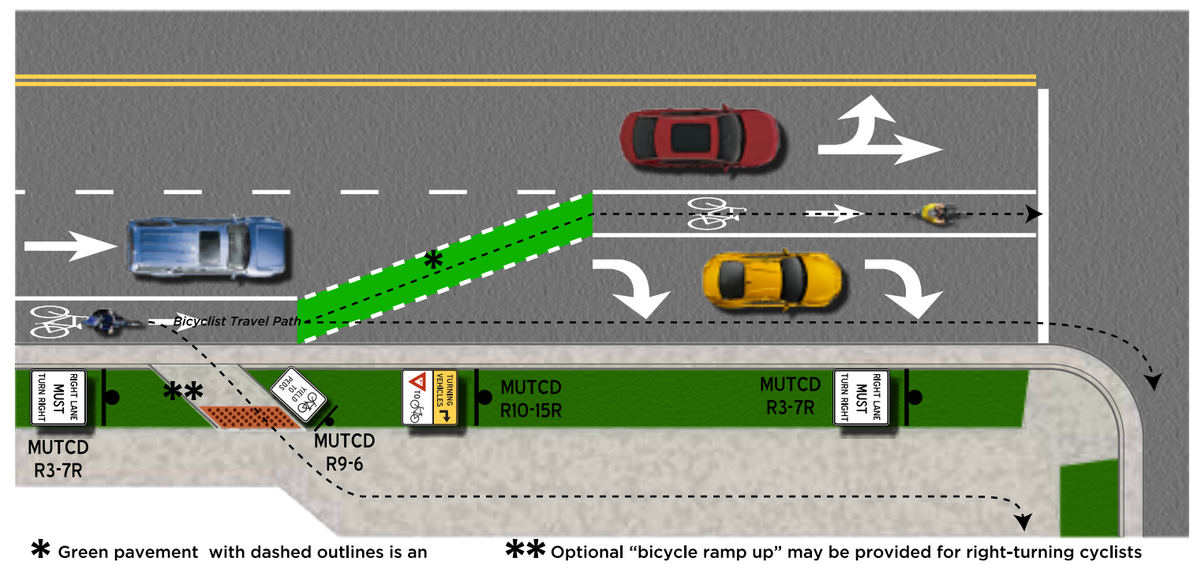


Figure 27: Travel Lane Drop



treatment should be considered where right turning vehicle volumes are moderate to low and there is a desire to make bicyclists highly visible when queing at an intersection. The stop bar for bicyclists can be placed on the far side of the crosswalk in a protected area. This treatment is typically accompanied by curb extenstions on the cross street to provide extra space for bicycles to queue.

Motor Vehicle Right Turns

Right turn pockets are created by a curb cut or where parking is restricted at an intersection approach to create a right turn lane. There are multiple options to accommodate bicyclists at these intersections from a bicycle lane.

Where a right turn lane is provided with a bicycle lane, the bicycle lane lines should be dotted 50 to 200 feet prior to the intersection to show where motorists are likely or encouraged to merge into or across bicycle lane. The bicycle lane can be provided between the travel and the turn lane and it is optional to include green colored pavement with the dotted lines.

Another option is to use pavement markings to designate the right turn lane as shared lane. This shared lane may be desirable where space is constrained. The width of the shared right turn lane should be a maximum of 13 feet wide. The options for bicycle lanes with a right turn lane are shown in **Figure 25**. The traffic signs shown in the illustration should be used to enhance guidance.

To the extent practical, the bicycle lane should remain at the same width at the approach. The minimum width of the bicycle lane when provided between the travel lane and turn lane is 4 feet, but is preferred to be 5 to 6 feet wide.

Travel lanes can also drop prior to providing a right turn lane. If sufficient space is available on the approach to the intersection, it is preferred to use the advanced lane drop option, shown in **Figure 26**. The lane drop option in **Figure 27** is another option if a travel lane drops into a turn lane. The dotted bicycle lane lines provide highly visible pavement markings to show to bicyclists and motorists where bicyclists are expected to operate. Additional guidance on bicycle lanes at intersections is provided in Appendix G of the Bicycle Master Plan.

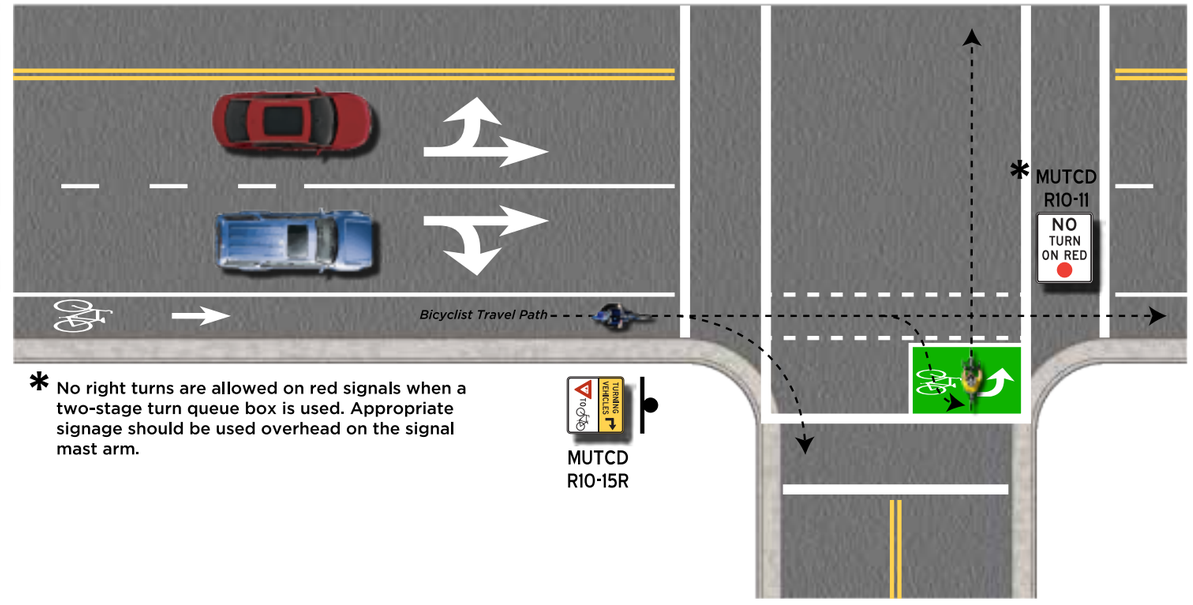
Bicycle Boulevards (Shared Lane Markings)

Bicycle boulevards at signalized intersections will typically occur where bicycle boulevards intersect arterial streets. The shared lane marking should be provided at the intersection approach on the outside through lane. They should also be provided at the far side of the intersection. Medians on the arterial with a refuge area can enhance bicycle crossings at bicycle boulevards when crossing arterial street.

Left Turns

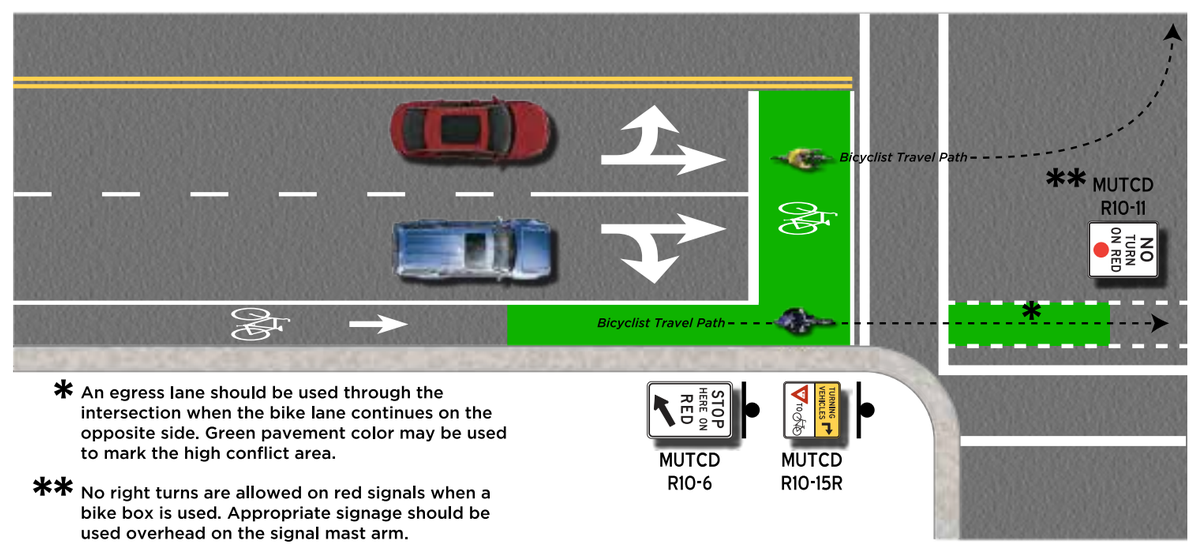
There are three options for accommodating left turning bicyclists at signalized intersections from a right side bicycle lane. These include a two-stage turn queue box, bicycle box, and simply expecting bicyclists to use the left turn lane or inside lane to make a left turn. The last option is not the ideal situation, but

Figure 28: Two-Stage Turn Queue Box



* No right turns are allowed on red signals when a two-stage turn queue box is used. Appropriate signage should be used overhead on the signal mast arm.

Figure 29: Bicycle Box



* An egress lane should be used through the intersection when the bike lane continues on the opposite side. Green pavement color may be used to mark the high conflict area.

** No right turns are allowed on red signals when a bike box is used. Appropriate signage should be used overhead on the signal mast arm.

may be preferred when the other two options are not feasible. Bicyclists will have to be confident riding with motor vehicle traffic to use this option.

Two-Stage Turn Queue Boxes

A two-stage turn queue box is one option to accommodate bicyclists making left turns from a right side bicycle facility or right turns from a left side facility. They provide a place to queue after moving into the intersection on a green phase. Bicyclists enter into the intersection, enter the box, properly orient themselves, and then continue on the cross street once the green phase is provided for the cross street. This treatment is illustrated in **Figure 28**.

Two-stage turn queue boxes enhance bicyclist safety and comfort by providing a dedicated area for bicyclists when making a two-stage turn. They also reduce turning movement conflicts between motor vehicles and bicyclists and separate bicyclists making a turn and those passing through the intersection. However, they typically increase delay for bicyclists by having them make two-stage turns.

Two-stage turn queue boxes should be considered at signalized intersections on multi-lane streets with high motor vehicle volumes and/or speeds. They should also be considered with cycle tracks and where a significant volume of bicyclists make a left turn from a right side bicycle facility.

These boxes must include pavement markings to indicate proper direction and positioning and should include colored pavement as a background. They are highly recommended be placed in a protected area within the parking lane or between the pedestrian crossing and the bicycle lane. If there is not space, the box can be placed behind the pedestrian crossing or the pedestrian crossing can be moved. They should be wide enough to store bicyclists safely. Dashed bicycle lane lines should also be provided through the intersection to define the proper positioning for bicyclists making the through movement.

Where queue boxes are used, right turns for motor vehicles must be restricted on the red phase on the cross street to prevent vehicles from encroaching into the queue box.

Bicycle Boxes

A bicycle box is one option to accommodate bicyclists making a left turn from a right side on-street bicycle facility or a right turn from a left side bicycle facility. They can also help transition a bicyclists when bicycle facilities switch from one side of the street to the other. Bicycle boxes provide a designated area ahead of traffic lanes at a signalized intersection. They provide bicyclists with a safe area to get ahead of traffic queued at an intersection in a highly visible area. This configuration is illustrated in **Figure 29**.

Bicycle boxes enhance the visibility of bicyclists and reduce delay for bicyclists at traffic signals. They allow for bicyclists to properly position themselves when making a left turn or when a right-side bicycle lane transitions to a left-side bicycle lane after an intersection. Bicycle boxes improve safety and operational issues caused by right turning motor vehicles and through moving bicyclists at the start of the green phase by placing bicyclists ahead of stopped vehicles. They also reduce vehicle encroachment into crosswalks.

Bicycle boxes should be considered at signalized intersections with a high volume of motor vehicles and bicyclists. They are appropriate where there is a high volume of left turning bicyclists and/or a high volume of right turning vehicles. They are also appropriate where a bicycle route makes a left turn or where a bicycle facility moves from the right side of the street at the approach to an intersection to the left side of the street at the opposite side of the intersection.

Bicycle boxes should be 10 to 16 feet deep (measured parallel to the travel lanes) and must include pavement markings illustrating its use for bicyclists. These boxes should also included colored pavement as a background. Stop bars must be used to show where motor vehicles are to stop prior to the bicycle box. It is recommended to include a sign expressing where vehicles are expected to stop prior to the bicycle box and a sign where bicyclists are expected to stop. On the approach, the intersection must also prohibit right turns on the red phase.

Bicycle lane lines should be used to define the space for bicyclists on the approach to the intersection. This ingress lane can include 25 to 50 feet of colored pavement from. A dashed egress lane should be provided through the intersection where there is a bicycle facility or lane on the far side of the intersection to communicate the potential conflict area during a green phase. A sign indicating that right turning motor vehicles should yield to bicyclists going through the intersection should also be considered.

AT-GRADE RAIL CROSSINGS

Streets and paths that cross railroad tracks at skewed angles can cause safety issues and steering difficulties for bicyclists. Rough crossings can also reduce riding comfort for bicyclists.

GENERAL GUIDANCE

The ideal situation is to allow bicyclists to cross railroad tracks at a 90 degree angle. Crossing at a right angle reduces steering difficulties and decreases the possibility of the bicycle tires to get stuck in the flangeway opening between the rails and the pavement.

The depth and width of the flangeway opening can also be a safety and comfort issue. It is desirable to provide a shallow and narrow opening. It is also desirable to provide a smooth crossing to increase bicyclists' comfort.

DESIGN GUIDANCE

Shared use paths and bicycle lanes (or paved shoulders that are designed for bicycle travel) should cross railroad tracks between 60 to 90 degrees.

On extremely skewed intersections of the railroad tracks and bicycle facilities (30 degrees or less), may not be possible to get 90 degrees so 60 may be practical. It may be desirable to include a W10-1 or W10-12 warning sign at these locations where the angle is near 60 degrees.

It is preferred to use concrete for the crossing surface, but is not required. The flangeway opening can include rubber fillers when the rail line has occasional low-speed rail traffic.

Additional guidance and illustrations are available in the AASHTO *Guidelines for the Development of Bicycle Facilities* (2012, 4th Edition) starting on page 4-38.

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INTRODUCTION

Transit is an integral part of Wichita's multi-modal transportation system. The design guidance provided for streets and intersections in the Street Design Guidelines identifies appropriate accommodations for transit vehicles and transit riders. **Chapter 4** identifies space allocations for transit vehicles within the outside travel lane. It also identifies space in the sidewalk zone for transit stops.

This chapter expands upon the guidance in **Chapter 4** by providing additional design considerations and guidance for bus stops. It covers the spacing of bus stops, their general location, and specific placement. The spacing of bus stops along a route should be based on transit service goals in specific areas or along a corridor. The general location of bus stops should serve the most potential users. The exact placement should provide for safe and efficient access to major destinations as well as other factors identified within this chapter.

There are multiple options for the type of bus stop to be installed, such as curb extension stops and bus bays. Choosing the appropriate type should be based on considerations of traffic operations for transit vehicles as well as other motor vehicles. The type of stop has a major influence on the design of streets and the space allocation for each individual street functional zone.

There are different amenities that can be provided at a bus stop, and not all bus stops should have the same amenities. This chapter describes four different levels of amenity and identifies the criteria for selecting the proper level for each stop. Design guidance is also provided for each level of amenity.

Similar to the other design guidance provided in **Chapter 4**, transit design should consider more than existing conditions. Approved, planned, and future conditions along the corridor or street should also be considered. This will help integrate transit into the function of the street and complement its context.

The recommendations in this chapter are based on the *Transit Cooperative Research Program (TCRP) Report 19: Guidelines for the Location and Design of Bus Stops* produced by the Transportation Research Board. Some have been modified to achieve the goals of Wichita Transit.

SPACING OF BUS STOPS

The spacing between bus stops along a bus route is a major decision that affects the access to transit and in-vehicle travel time. Spacing affects how far people must walk to get to a bus stop or to their destination from a bus stop. It also affects how much time people spend on the bus traveling to their destination. Spacing along a route should be based upon transit service goals along the corridor or within an area.

Less spacing between the stops provides a higher degree of access. Transit users do not have to travel as far to reach a stop and there is likely to be a stop closer to their destination. However, less spacing increases the number of stops, which increases in-vehicle travel time. Greater spacing provides less access and improves in-vehicle travel time. Ideally, a balance should be reached based on the considerations identified in this section.

In general, spacing should vary based upon the context; the surrounding development intensity as well as the land use. These characteristics greatly impact potential transit ridership.

In high-density areas typical of the urban core where ridership is likely to be higher and trip origins and destinations are more dense, the spacing between bus stops should be the smallest (300-1,000 feet). In high-density areas, it is often desirable to provide a high degree of transit access, which should lead to less spacing between stops.

Transit access in suburban areas is typically less of a priority than in higher-density areas. Low-density areas where ridership is likely to be lower and destinations more scattered, spacing should be greater (600-2,500 feet).

Medium-density areas, such as those of general urban areas where ridership is likely to be moderate, the spacing will be somewhere between the suburban and urban core spacing (500-1,200 feet).

Beyond the general guidelines presented above, the spacing should really focus on meeting transit service goals for a specific area or corridor. The spacing guidelines are just a starting point and should be treated as a high-level guide. They provide a general idea of the number of stops needed along a corridor. Determining the locations and specific placement of bus stops is a more detailed process and may cause spacing to vary from the guidelines presented above.

GENERAL LOCATION OF BUS STOPS

Bus stops should be located to provide safe and efficient access for existing and potential riders. Locating bus stops generally provides a block or two in which a bus stop should be located. The general location should provide the opportunity to serve the most potential riders.

The focus should be on locating bus stops where they will facilitate the highest ridership potential, which is typically where job and population density are the highest. These high density areas include job and population clusters as well as individual land developments that would foster high transit use. These areas with high ridership potential are major origins (beginning of trip) or destinations (end of trip) for transit trips. The following is a list of some major origins and destinations:

- Grocery store
- Shopping center
- School, university, and college
- Medical center
- Large office building
- Large manufacturing plant or industrial use
- Cluster of commercial or industrial developments
- Large apartment complex or cluster of high-density residential uses
- Civic building
- Regional park
- Zoo
- Airport

Locating bus stops near major origins and destinations is a great starting point. However, bus stops are needed in other locations as well that do not directly serve a major origin or destination. Access to transit via bus stops along routes is needed where potential riders may exist. Locating these stops should start by using the spacing guidelines. Next, assess the transit demand by looking at surrounding land use and development. Locating these stops near smaller-scale businesses or apartment complexes is likely to best serve the needs of transit users.

Not only is it important to provide stops based on ridership potential, consideration should be given to the trip between the origin/destination and the bus stop. Quality access via safe and efficient pedestrian and bicycle facilities should be available or be able to be developed. This includes safe and viable street crossings.

Beyond consideration of the existing conditions, it is also important to consider the future. Approved, planned, and future developments as well as the future street function should be considered when locating bus stops.

SPECIFIC PLACEMENT OF BUS STOPS

When the general location of a bus stop is chosen, the next step is to determine the exact placement of the stop. Bus stops can be located at intersections or at mid-block locations.

Major factors in determining the placement of bus stops include the following:

- Specific locations of major origins and destinations
- Street and intersection design and operations
- On-street bicycle facilities
- On-street parking
- Bus routing
- Pedestrian and bicycle access
- Available space as well as obstacles within the sidewalk zone
- Transit stop amenities (shelters, benches, etc.)
- Access to nearby routes and stops
- Sufficient space for buses
- Impacts on surrounding land uses and neighborhood
- Proximity of pedestrian crossing locations
- Driveway locations
- Traffic control devices

Stops should be placed to minimize conflicts that interfere with motor vehicle, bicycle, bus, and pedestrian movement while still providing high quality transit service. A balance of travel modes is needed based on the mobility needs and goals along a corridor.

The majority of bus stops are placed in very close proximity to intersections on either the near-side (prior to crossing through the intersection) or the far-side (after crossing through the intersection), as shown in **Figure 30**. Less common are mid-block stops that are located between intersections. Each placement has distinct advantages and disadvantages. The individual characteristics of each location as well as pedestrian, bicycle, transit, and vehicular safety and operations should be factored prior to determining the placement.

Considerations for Placement

Wichita Transit generally prefers bus stops at intersections on the near-side. However, there will be situations where far-side bus stops or even mid-block bus stops will be the preferred placement.

Often times, potential bus stop placements have different characteristics. Consideration should be given to the amount of available space for appropriate bus stop amenities at these locations. Another important consideration is the specific location of origins and destinations in close proximity to the stop location. Bus stops should be placed close to these developments. Also important is the availability of safe and efficient access between the potential bus stop location and adjacent origins and destinations. If quality access does not exist, the potential and likelihood for its development should be assessed.

Traffic operations should be a primary consideration when placing a bus stop. Each placement has unique operational characteristics, which should be considered when determining proper placement.

Another important consideration for placement is bus routing and stop locations for each route. When routes intersect or travel along the same street, bus stops can be shared. In these instances, bus stop consolidation can save money by reducing the number of stops as well as provide enhanced service by allowing riders to stay at one stop when transferring.

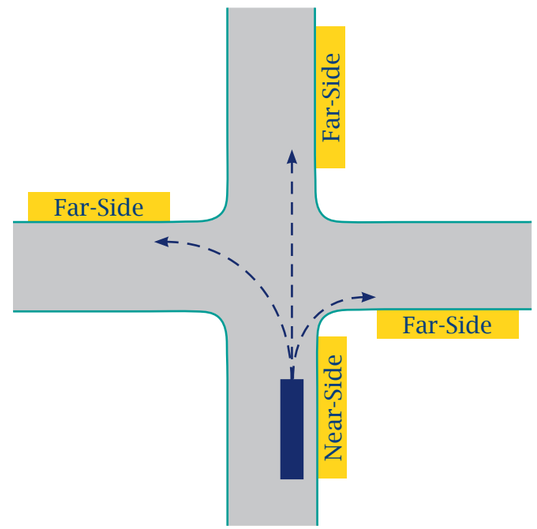
Consideration should be given to how pedestrians will cross the street when accessing or leaving a bus stop. Safe pedestrian crossings should be in close proximity to a bus stop. Also important is the consideration of street lighting to provide riders with needed light.

The placement of bus stops should avoid driveways to the extent possible. Also, stopped buses should not be in critical site lines for those leaving a site. Bus stops should also be visible by the bus driver, other drivers, and bus riders.

Although not a specific consideration, coordination with developers and neighborhood groups can improve the safety and function of a bus stop. When desired, bus stops can even be provided within the development.

The operational characteristics at a bus stop vary based on the combination of type and specific placement. A placement should not be determined independently from the type. They should be considered together to properly identify the combination of placement and type that will work best in each situation.

Figure 30: Intersection Bus Stop Placement Options



NEAR-SIDE BUS STOPS

Near-side bus stops are located at or in close proximity to an intersection and are placed prior to the bus crossing through the intersection.

There are accepted advantages to near-side bus stops, which include the following:

- Minimizes interferences when traffic is heavy on the far side of the intersection
- Allows passengers to access buses closest to crosswalk
- Results in the width of the intersection being available for the driver to pull away from curb
- Eliminates the potential of double stopping
- Allows passengers to board and alight (deboard) while the bus is stopped at a red light
- Provides driver with the opportunity to look for oncoming traffic, including other buses with potential passengers

There are also accepted disadvantages to near-side bus stops, which include the following:

- Increases conflicts with right-turning vehicles
- May result in stopped buses obscuring curbside traffic control devices and crossing pedestrians
- May cause sight distance to be obscured for cross vehicles stopped to the right of the bus
- May block the through lane during peak period with queuing buses
- Increases sight distance problems for crossing pedestrians

Near-side bus stops are generally preferred in the following situations:

- When major origins or destinations are located on the near-side
- When pedestrian access and safety are greater on the near-side
- When space is constrained on the far-side
- When vehicular traffic is greater on the far-side

FAR-SIDE BUS STOPS

Far-side bus stops are located at or in close proximity to an intersection and are placed after the bus crosses through the intersection. This could be after the bus passes through the intersection going straight, turning left, or turning right.

There are accepted advantages to far-side bus stops, which include the following:

- Minimizes conflicts between right turning vehicles and buses
- Provides additional right turn capacity by making curb lane available for traffic
- Minimizes sight distance problems on approaches to intersection
- Encourages pedestrians to cross behind the bus
- Creates shorter deceleration distances for buses since the bus can use the intersection to decelerate
- Results in bus drivers being able to take advantage of the gaps in traffic flow that are created at signalized intersections

There are also accepted disadvantages to far-side bus stops, which include the following:

- May result in the intersections being blocked during peak periods by stopping buses
- May obscure sight distance for crossing vehicles
- May increase sight distance problems for crossing pedestrians
- Can cause a bus to stop far side after stopping for a red light, which interferes with both bus operations and all other traffic
- May increase number of rear-end accidents since drivers do not expect buses to stop again after stopping at a red light
- Could result in traffic queued into intersection when a bus is stopped in travel lane

Far-side bus stops are generally preferred in the following situations:

- When major origins or destinations are located on the far-side
- When pedestrian access and safety is greater on the far-side
- When there is a right-turn lane on the near-side with moderate to high traffic volumes using the turn lane
- When the route makes a left turn
- When there are multi-phase traffic signals or dual turn lanes
- When vehicular traffic is heavier on the near-side

MID-BLOCK BUS STOPS

Intersection bus stops are not always the most desirable. In certain instances, mid-block bus stops may be preferred. Mid-block bus stops are those between street intersections; not at or in close proximity to intersections.

There are accepted advantages to mid-block bus stops, which include the following:

- Minimizes sight distance problems for vehicles and pedestrians
- May result in passenger waiting areas experiencing less pedestrian congestion

There are also accepted disadvantages to mid-block bus stops, which include the following:

- Requires additional distance for no-parking restrictions
- Encourages patrons to cross street at mid-block (jaywalking)
- Increases walking distance for patrons crossing at intersections

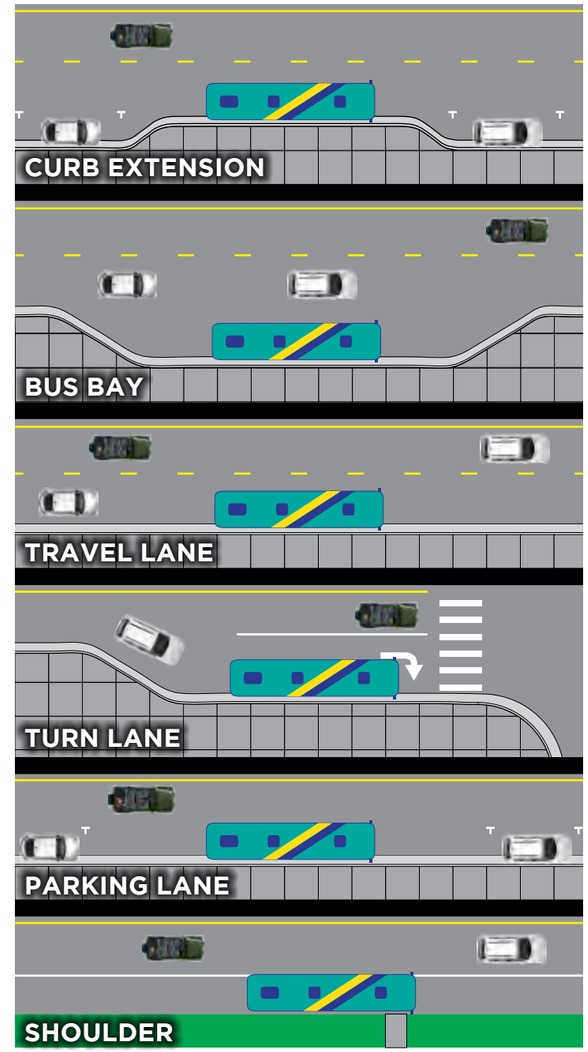
Mid-block bus stops are generally not preferred. However, they may be desirable in locations with mid-block pedestrian crossings. They may also be desirable where major origins or destinations are not located near intersections, such as on long blocks.

TYPE OF BUS STOP

There are three main type of bus stops that are identified in this section; curb extension, bus bay, and curb-side. There are also subtypes for curbside stops (travel lane, turn lane, parking lane, and shoulder). **Figure 31** shows examples of each. Each type has unique benefits, constraints, appropriate applications, and design recommendations. The design recommendations provided are based on a typical 40 foot bus, since this is the typical bus size used by Wichita Transit. The design is also influenced by the level of amenities provided at the bus stop, which are discussed later in this chapter.

The presence of on-street bicycle facilities should be one of the considerations when selecting the type of bus stop. Both bicyclists and buses typically operate on the right side of the road, which often causes conflicts. Pavement markings should clearly communicate to both bicyclists and bus drivers the expected operational movements of each. Bicyclists should know where to ride, bus drivers should know where to drive, and each should know where to expect the other.

Figure 31: Bus Stop Types



CURB EXTENSIONS

A curb extension is where the sidewalk zone protrudes into the parking lane and provides extra space for streetside amenities. In the instance of a curb extension bus stop, the extra space provides room for a bus stop. Curb extensions can be placed on near-side, far-side, or mid-block bus stops. They effectively keep the bus within the outside travel lane when stopped for boardings and alightings.

By keeping the bus within the travel lane, curb extensions reduce bus delay because buses do not have to maneuver back into the travel lane. Curb extensions reduce crossing distance for pedestrians and provide additional space for transit amenities and pedestrian circulation. They also allow for more on-street parking than curb-side bus stops.

Although curb extensions reduce delay for buses, they can increase delay for other vehicles using the outside lane because the bus is stopped in the lane. This can be a major concern on high volume streets and streets with only one lane in the specific direction.

Curb extensions should only be used along streets with on-street parking. They are most appropriate on streets with a high transit service priority, high pedestrian activity, low vehicle volumes, and/or low vehicle speeds. They are also beneficial when the sidewalk zone is constrained and sufficient space is not available for bus stops.

The length of the curb extension, measured parallel to the curb, must be long enough to include the required 5 foot landing pad to allow access for boarding and alighting. However, a 40 foot long bus stop is recommended to allow both front and rear doors of the bus to be accessed from the curb extension.

The width (perpendicular to the curb) of the curb extension should be less than the parking lane width. The curb extension will likely accommodate most bus stop features. However, typical parking lane width is 6 feet wide. The landing pad is required to be 8 feet wide, which can extend into the remaining sidewalk zone.

When used for intersection stops, curb extensions should provide an adequate turning radius. No matter the placement, they should include taper(s) to allow easy access to and from adjacent on-street parking stalls.

BUS BAY

A bus bay is basically the opposite of a curb extension. In a bus bay, the curb cuts into the sidewalk zone. This creates a bay for the bus to pull out of the travel lane to allow passengers to board and alight.

Bus bays provide space for the bus to completely depart from the travel lane when stopped for boardings and alightings. This allows traffic to flow past the stopped bus without being delayed. It also reduces the likelihood of rear-end collisions by providing more effective vehicular flow in the travel lane.

Bus bays may cause bus delay when attempting to re-enter the travel lane. This is especially true when traffic volumes are high. They also remove a portion of the sidewalk zone which reduces the amount of space for amenities and/or pedestrian travel.

Bus bays are most appropriate where vehicle speeds are greater, buses queue for a longer period of time, and/or where multiple buses serve the same stop at the same time. There should also be sufficient sidewalk zone space after a bus bay is installed.

The bay should be a minimum of 12 feet wide. The bay should completely contain a 50 foot long bus stop area as well as needed length for bus maneuvering when entering and exiting the bay. The total length of the bay should vary based upon the number of buses that will queue within the bay at one time as well as the operational characteristics of the adjacent street. Also, parking should be restricted within the bus bay.

CURB-SIDE

A curb-side stop is where the bus stops in a travel lane, turn lane, shoulder, or parking lane.

Travel Lane Bus Stop

In a travel lane stop, the bus stops in the outside travel lane to allow for boardings and alightings. There is no on-street parking allowed and the outside travel lane is adjacent to the curb. This requires no maneuvering out of and into the travel lane.

This type of stop has no potential for the bus to be delayed when re-entering the traffic flow since it is already in the travel lane. Travel lane bus stops require minimal design and can be easily installed and/or relocated. Unlike bus bays, they do not require additional space to be removed from the sidewalk zone.

Travel lane bus stops often cause delay for vehicles in the outside travel lane, especially if there is only one travel lane in that certain direction. They also pose greater safety concerns for rear-end collisions with buses.

This stop type may not be appropriate on high volume or high speed streets where a stopped bus will cause major operational issues for other vehicular traffic. They may also cause issues when there is a high volume of boarding and alightings where the bus is queued at the stop for a relatively long period.

The space for travel lane bus stops is the same weather they are near-side, far-side, or mid-block. The bus stop area should be at least 30 to 40 feet long.

Turn Lane Bus Stop

Turn lane bus stops are only located on the near-side in a right-turn lane. They operate differently than travel lane bus stops since the bus stops in a turn lane rather than a through lane. If the bus route continues directly through the intersection, the bus will have to reenter the through travel lane, which is not desirable. However, if the bus route turns right, the bus will already be in the proper location to make a right turn.

Similar to a travel lane stop, turn lane stops are easy to install and/or relocate. Other advantages as well as any disadvantages are dependent upon the routing of the bus through the intersection. If the bus is traveling directly through the intersection, a turn lane stop functions similar to a bus bay. If the bus route makes a right turn, it will function similar to a travel lane stop.

Turn lane bus stops are not appropriate if the bus route makes a left turn through the intersection. They may not appropriate if there is a high number of right-turning vehicles at the intersection as the stopped bus will delay the turning vehicles. With a high volume of right-turning vehicles, a far-side bus stop is likely more appropriate.

Turn lane bus stops should include a 240 foot right-turn lane to allow enough space for the bus to enter the turn lane and stop for boardings and alightings. However, this amount of space may not always be available. Under constrained circumstances, a shorter lane can be used. At a minimum, the turn lane bus stop should start at least 5 feet from the crosswalk or end of the curb return radius (which ever is greater). It should have a 40 foot long bus stop and 60 feet for maneuvering and deceleration prior to the bus stop. The turn lane should also be 12 feet wide.

Parking Lane Bus Stop

In a parking lane stop, the bus pulls out of the travel lane into a parking lane (which has parking restricted at the bus stop) to allow for boardings and alightings. This stop type also includes parking restrictions beyond the actual bus stop to allow for bus maneuvering, acceleration,and/or deceleration.

This type of stop has the same operational advantages and disadvantages for buses and other vehicles as the bus bay option since the bus pulls out of the travel lane to allow for boarding and alightings. However, they are cheaper to install because curb does not have to be moved. They also do not decrease the sidewalk zone space. They do, however, require the removal of on-street parking.

Parking lane bus stops can only be used when a parking lane is present along the street. They are most appropriate where vehicle speeds are greater, buses queue for a longer period of time, there is sufficient sidewalk space, and/or where multiple buses serve the same stop at the same time.

The space for the bus stop should be at least 5 feet along the curb to meet ADA requirements. However, 40 feet is recommended to allow for both front and rear doors to be accessed.

No parking restrictions should allow for bus maneuvering, acceleration, and deceleration. At near-side parking lane stops, the bus stop should be at least 5 feet from the crosswalk or end of the curb return radius, which ever is further from the intersection. From that point, the bus stop should be 40 feet with an extra 60 feet of no parking restrictions to allow for bus deceleration.

At far-side parking lane bus stops, the bus stop should be at least 5 feet from the crosswalk or end of the curb return radius, which ever is further from the intersection. From that point, the bus stop should be 40 feet with an extra 50 feet of no parking restrictions to allow for bus acceleration.

At mid-block parking lane bus stops, the bus stop should include 40 feet for the bus stop. It should include at least 60 feet of no parking restrictions to allow for deceleration and 50 feet for acceleration.

Shoulder Bus Stop

Shoulder bus stops are located on open ditch street sections along the shoulder of the street. The bus pulls out of the travel lane onto a paved shoulder to allow for boardings and alightings. If a bus stop is located on an open ditch section, a shoulder bus stop is the only option (unless an area is created outside of the shoulder for a bus, similar to a bus bay).

Shoulder bus stops have the same bus and other vehicle operational advantages and disadvantages as the parking lane bus stops. Consideration needs to be given to the presence of bicycle facilities on the paved shoulder.

There should be 40 feet of space allocated to the bus stop and a sufficient length of parking restriction on the shoulder to allow for maneuvering, acceleration, and deceleration. A 5 foot by 8 foot landing pad should be provided at the bus stop adjacent to the paved shoulder with proper access to sidewalks in the sidewalk zone. Careful consideration should be made to connect the landing pad to an adjacent sidewalk to provide an accessible pedestrian connection, as this will likely cross through the open drainage ditch.

BUS STOP LEVEL OF AMENITY

The level of amenity provided at a bus stop is a key design consideration. There are four defined levels, which are based on the features provided at a bus stop. They are described from Level 4 to Level 0. The levels correspond to the options identified in the decision trees located in **Chapter 4**. Level 4 has the highest degree of amenities and Level 1 has the lowest degree. Level 0 is considered not to be on a transit route and have no bus stops.

The major considerations for determining the Level of Amenity at a bus stop are average daily ridership (number of boardings and alightings at a stop), peak hour frequency of bus service (number of buses stopping per day at a stop), the number of routes serving the bus stop, and/or the adjacent land use and destinations.

LEVEL 4

Level of Amenity 4 bus stops provide the highest degree of features at a bus stop. It includes a bus shelter with dynamic message boards or similar to provide real-time information to riders about next bus arrival time and similar type of information. The bus shelter often includes an integrated trash receptacle. They can include additional seating outside of the shelter, separate trash receptacle, and/or bicycle racks.

Level 4 bus stops should be placed at locations with very high ridership, such as at transit hubs or along highly transit-oriented streets. They should be considered under the following circumstances:

- Average daily ridership is 20 or more;
- Frequency of bus service is 30 minutes or less;
- Number of routes serving the stop is 2 or more;
- In locations in close proximity to major trip origins and destinations;
- At a transit station, substation, or park-and-ride station; and/or
- In locations where transit ridership is being heavily promoted.

Level 4 bus stops require sufficient space to accommodate bus shelters. Bus shelter design guidance, as well as guidance on other bus stop amenities, is provided later in this chapter. There may be instances where Level 4 stops include non-standard bus shelters. The design of the stop should accommodate the shelter, no matter the design. They also require a source of electric power. This power source can be hard-wired or some other, such as solar. Dependent upon ridership at the stop, additional seating may be provided with benches.

LEVEL 3

Level of Amenity 3 bus stops provide a high degree of features. These stops include a bus shelter, but do not include real-time informational signs as with Level 4 bus stops. The bus shelter typically includes an integrated trash receptacle. They can include additional seating outside of the shelter, separate trash receptacle, and/or bicycle racks. Bus schedules should also be included in bus shelters.

Level 3 bus stops should be placed at locations with high ridership. They should be considered in the following circumstances:

- Average daily ridership is 20 or more;
- Frequency of bus service is 30 minutes or less;
- Number of routes serving the stop is 2 or more;
- In locations with high commercial and/or residential density;
- In locations in close proximity to major trip origins and destinations;
- In locations with a high number of physically challenged or elderly riders; and/or
- In locations where transit ridership is being heavily promoted.

Similar to Level 4 bus stops, Level 3 bus stops require sufficient space to accommodate bus shelters and other desired amenities. Bus shelter design guidance, as well as guidance on other bus stop amenities, is provided later in this chapter.

LEVEL 2

Level of Amenity 2 bus stops provide a moderate degree of features. These stops include a bus stop sign and at least one bench. They may also include trash receptacles and/or bicycle racks.

Level 2 bus stops should be placed at locations with moderate to low ridership. They should be considered in the following circumstances:

- Average daily ridership is 10 or more;
- Frequency of bus service is 60 minutes or less;
- In locations with moderate commercial and/or residential density;
- In locations with a moderate number of physically challenged or elderly riders; and/or
- In locations where transit ridership is being promoted.

Level 2 bus stops require sufficient space to accommodate at least one bench. Bench design guidance, as well as guidance on other bus stop amenities, is provided later in this chapter.

LEVEL 1

Level of Amenity 1 bus stops generally provide only a bus stop sign with no other amenities. Wichita Transit's goal is to have at least a sign at all pick-up and drop-off sites. In the interim, there will be 'stops' that do not include a sign or any other amenities. Level 1 stops should be placed at locations with very low ridership. In general, they are only served by one route and riders will not make transfers. Level 1 bus stops should be located at all stops that are not identified as Level 2 or higher.

BUS STOP DESIGN

All bus stops should include at least a 5 foot (parallel to curb) by 8 foot (perpendicular to curb) paved landing area adjacent to the curb where patrons will board and alight. In general, at least a 3 foot wide unobstructed space should be provided around objects at a bus stop where pedestrian access is expected. This access should be provided to all amenities at bus stops, including the shelter, bench, and trash receptacle.

There should also be pedestrian access to and from bus stops. When bus stops are not directly adjacent to, or integrated into the sidewalk, a paved surface should provided to connect the sidewalk to the bus stop. The minimum width of the access should be 4 feet wide, but it is desirable to be 5 feet. If narrower than 5 feet, special considerations must be made to allow for those in wheelchairs to pass one another.

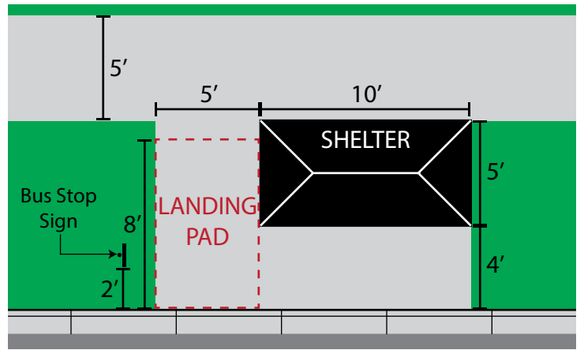
The ideal placement of a bus stop is in the amenity zone between the sidewalk and the curb. However, there will be instances where space is constrained and there is insufficient space within the amenity zone. When this occurs, the bus stop can encroach into the other sidewalk zones (pedestrian zone and frontage zone). However, pedestrian access must be maintained through the pedestrian zone along the sidewalk.

BUS SHELTER DESIGN

Standard bus shelters are 5 feet by 10 feet and 7 feet by 14 feet and have paved pads of 9 feet by 15 feet and 10 feet by 20 feet, respectively. This pad can be placed anywhere in the sidewalk zone, but it is preferred to place the pad within the amenity zone. Where the bus shelter pad is not adjacent to the curb, there should be pedestrian access to the landing pad.

Where the bus shelter is placed in the pedestrian zone, at least 4 feet (5 feet preferred) of pedestrian access along the sidewalk should be maintained. Pedestrian access to the shelter pad should be provided when it is not directly connected to the sidewalk. There should also be 2 feet of clearance from the overhead canopy to the face of the curb and 1 foot of clearance between the shelter and any building wall. **Figure 32** shows the standard layout for a bus stop with a 5 foot by 10 foot bus shelter.

Figure 32: Standard Bus Stop with Shelter



Additional paved surface should be provided, as needed, to accommodate other amenities such as bicycle parking. Additional surface may also be needed if the landing pad cannot be accommodated within the shelter pad.

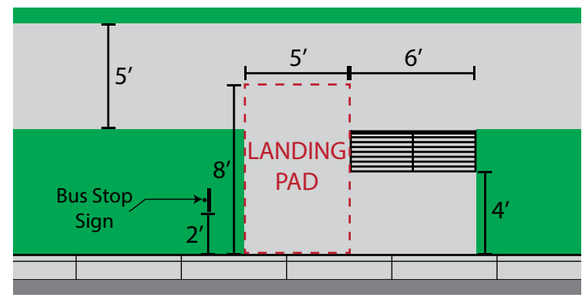
Another important design and placement consideration for the bus shelter is sight distance at intersections and driveways. A bus shelter should not block sight distance. This may require placement of the shelter further away from the street.

BENCH DESIGN

The standard size of a transit bench is 6 feet long and the paved pad is 11 feet by 6 feet. The ideal placement of the bench pad is in the amenity zone. However, it can be placed anywhere within the sidewalk zone. Where the bench pad is not adjacent to the curb, there should be pedestrian access to the landing pad.

The bench should be placed at least 3 feet from the back of the curb, but greater spacing may be needed with higher speed traffic along the street. At least 3 feet of clearance should be provided on the side of the bench to allow for pedestrian circulation. **Figure 33** shows the standard layout for a bus stop with a bench.

Figure 33: Standard Bus Stop with Bench



Additional paved surface should be provided, as needed, to accommodate other amenities such as bicycle parking.

BICYCLE RACKS

Bicycle racks should be provided at transit stops that have a high likelihood of use by bicyclists. These would typically be along bicycle routes or where bus routes intersect with bicycle routes. Bicycle racks should be considered at stops along streets with on-street bicycle facilities or sidepaths. Bicycle racks should also be considered at bus stops within 1/4 of a mile of an intersection of a bus route and an off-street bicycle path. If multiple stops are within 1/4 of a mile, priority placement of the bicycle racks should be at the closest bus stop to the intersection.

Bicycle racks at bus stops in the urban core should also be a consideration as well as other areas that have high bicycle use. Consideration should be made to the presence of other bicycle parking provided in proximity to transit stops. If sufficient bicycle parking is available near a bus stop, it may not be necessary or desirable to provide additional bicycle parking at the bus stop.

Wichita Transit typically uses a loop-style bicycle rack, with each loop providing 2 bicycle parking spaces. The number of bicycle parking spaces provided should depend upon the expected use. Where bus stops are close to bicycle routes or in areas with a high amount of bicycle use, at least 4 bicycle parking spaces should be provided. In areas with lower bicycle parking needs, 2 bicycle parking spaces may be sufficient.

Bicycle racks should be placed far enough away from the curb so parked bicycles are out of the operational offset. The spacing between bicycle racks should be 28 inches. At least 14 inches should be provided between a bicycle rack and any other vertical feature, such as a bench.

OPERATIONAL IMPLEMENTATION

CONTEXT

Implementation of the multi-modal (routine) accommodation component of the Street Design Guidelines will be particularly challenging for the City's maintenance operations. Unlike the traditional processes associated with new infrastructure projects, the timeline and requisite procedures for maintenance projects do not afford opportunities for site-specific budget approval. Because associated funds are designated specifically for infrastructure maintenance, the proposed multi-modal accommodation policy will, in effect, require that non-maintenance projects be prioritized over those (maintenance) projects for which the funding was intended. Because shortfalls in street and other infrastructure maintenance funding are already recognized, it is imperative that City leaders be made specifically aware of any reprioritization and/or alternative use of those funds. **Figure 34** on the bottom right illustrates the process anticipated for the review of multi-modal accommodations for maintentance projects.

NEW INFRASTRUCTURE

In the case of the City's contract maintenance program, limited opportunity for City Council notification does exist. While the program is already prepared on an extremely tight timeframe, such that the following year's program may be proposed for approval in the fall/winter of the preceding year, the Public Works & Utilities Department will strive to incorporate requirements of the multi-modal accommodation policy in its preparation, within those same time constraints. In accordance with the policy, beginning in 2015 the department will meet with the Multi-Modal Committee each fall upon draft completion of the subsequent year's contract maintenance program. Following Committee review and identification of all feasible and practical accommodations, the program will be revised as necessary to fund those accommodations, with (from a street maintenance aspect) lower priority projects being eliminated from the program. As some accommodations may be associated with lower priority infrastructure maintenance locations, the process will be iterative. The City Council will be informed of any such eliminated projects at the time of final program proposal.

Due to the reactive nature of the City's internal maintenance operations, similar opportunities to provide City leaders advance notification of a reprioritization, or alternate use of designated funding, largely do not exist. As any diversion of resources toward the accommodation of new infrastructure will, necessarily, detract from the department's already strained ability to maintain existing infrastructure, routine in-house maintenance activities do not offer practical opportunities for providing accommodations. Therefore, such operations are not ordinarily subject to the multi-modal accommodation policy, or multi-modal committee review. However, whenever the department does identify a potential accommodation coincident with a rare opportunity for advanced consideration and review, the prospective accommodation will be brought to committee and, if appropriate, a related funding measure will be presented for City Council consideration.

ONGOING MAINTENANCE

At least as important as the addition of new multi-modal accommodations, are the resulting, perpetual maintenance requirements of those same accommodations. As new infrastructure – whether as seemingly innocuous as a shared bike lane marking, or as extensive as a 2-lane to 5-lane widened corridor – is added to the system, one of two things must necessarily occur: maintenance funding must either go up, or service levels must go down. Because certain existing infrastructure, like bike paths and parking lots, presently have no designated funding and must already compete for funds designated and needed for streets, it's impossible to quantify, or even qualify, the impact of additional maintenance requirements. Suffice it to say, what is now lacking will only become more so.

Because mechanisms do not presently exist to facilitate staff's unilateral prioritization of nonspecifically funded maintenance above street maintenance, the diversion of designated street maintenance funds to competing infrastructure needs has historically been limited. The situation is further complicated by the fact that both stakeholder engagement, as well as expected levels of service tend to be generally higher for non-street infrastructure. Consequently, when services are diverted in order to satisfy customer requests, the proportional impact is typically much greater than 1:1.

Thus, it is imperative that intended levels of service and, more importantly, requisite funding, be clearly defined and approved, coincident with the approval of any accommodation. To do otherwise is to surely only invite new opportunities for service delivery to fail, while simultaneously hastening failure in existing service areas already overextended. As such, all proposed accommodations and associated project proposals will include a line item delineating the estimated annual cost of ongoing outsourced maintenance, defining the specific level of service priced, and indicating that, upon approval, an equivalent amount of Street Maintenance Division funding will thenceforth be diverted away from street maintenance in order to fund the service. A second line item of the project proposal will advise City leaders of the aggregate maintenance cost associated with all such previously approved accommodations.

As associated costs accrue to suitable size, the feasibility of further outsourcing expanded services will be assessed. City leaders will also be afforded opportunities to consider whether accrued expenses should continue to detract from existing street maintenance operations, or if alternative funding sources need be identified.

Figure 34: Maintenance Project Review Process

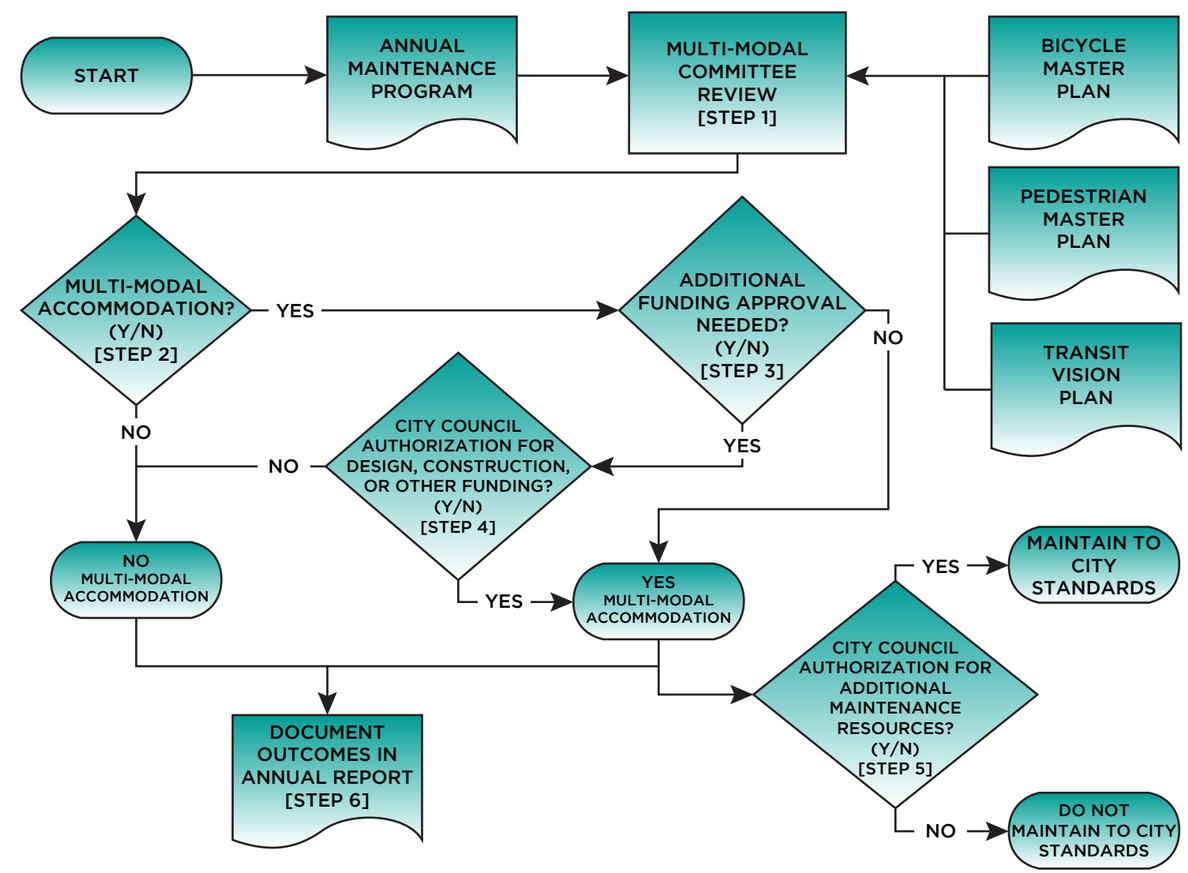


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Figure 35: Urban Core Example #1

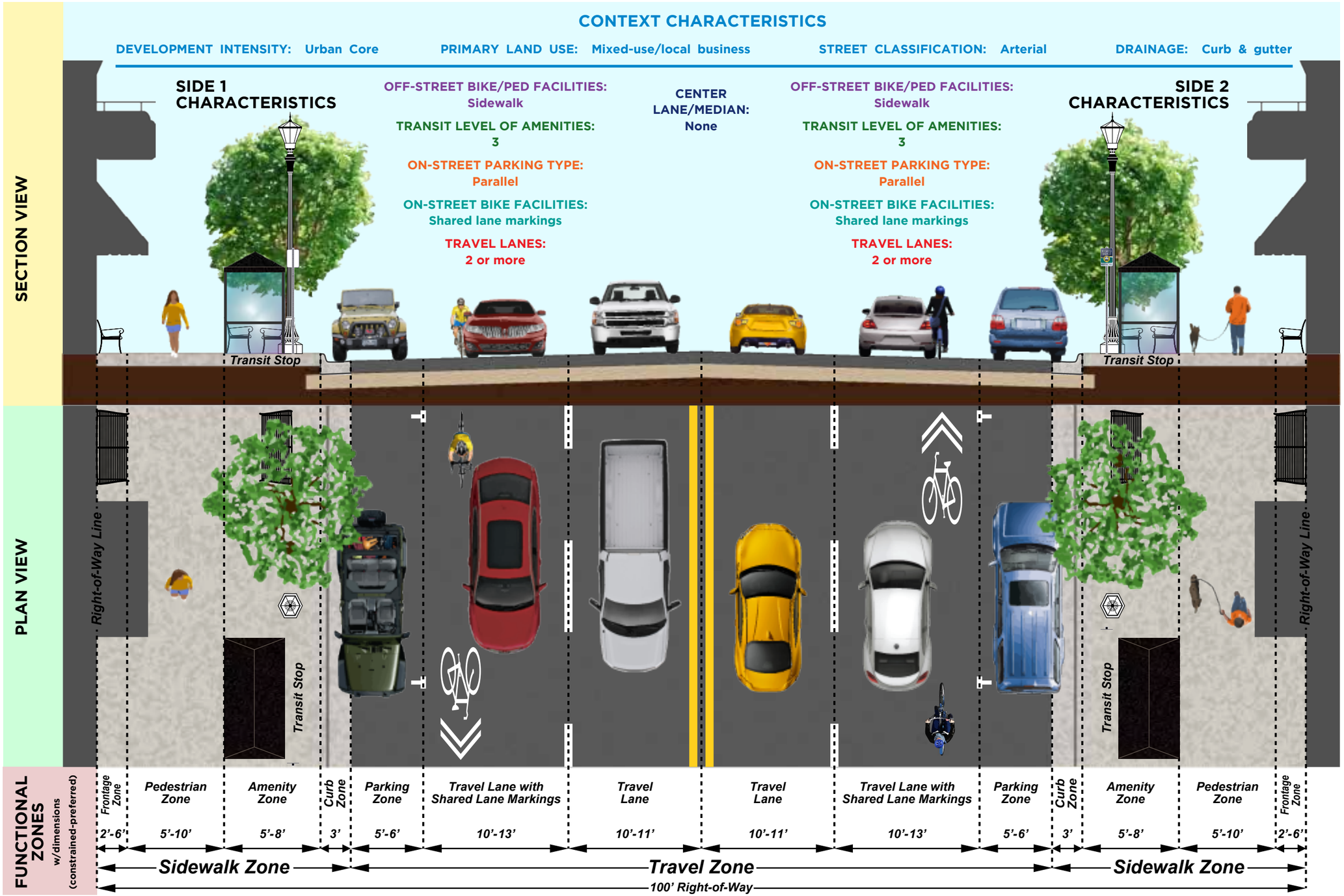


Figure 36: Urban Core Example #2

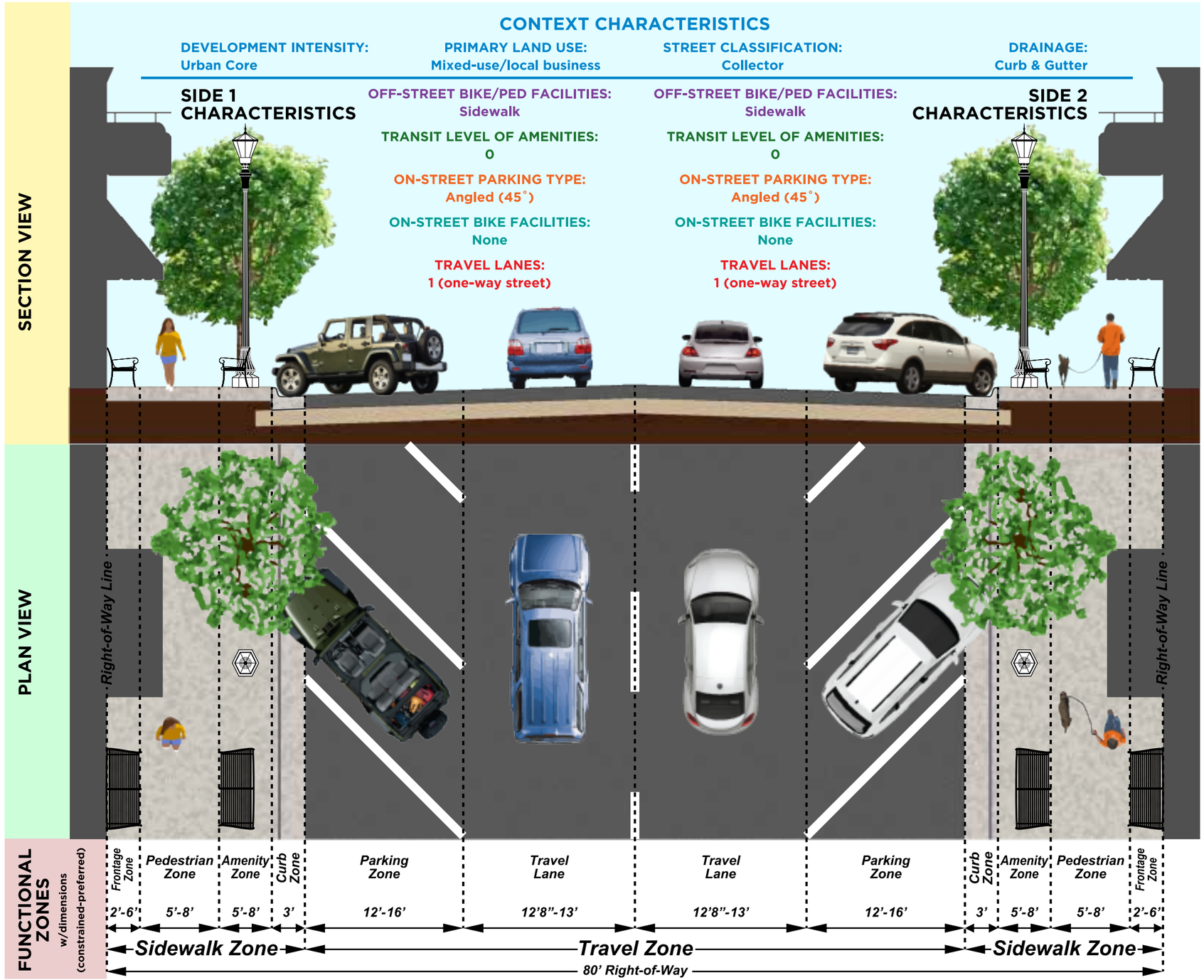


Figure 37: General Urban Example #1

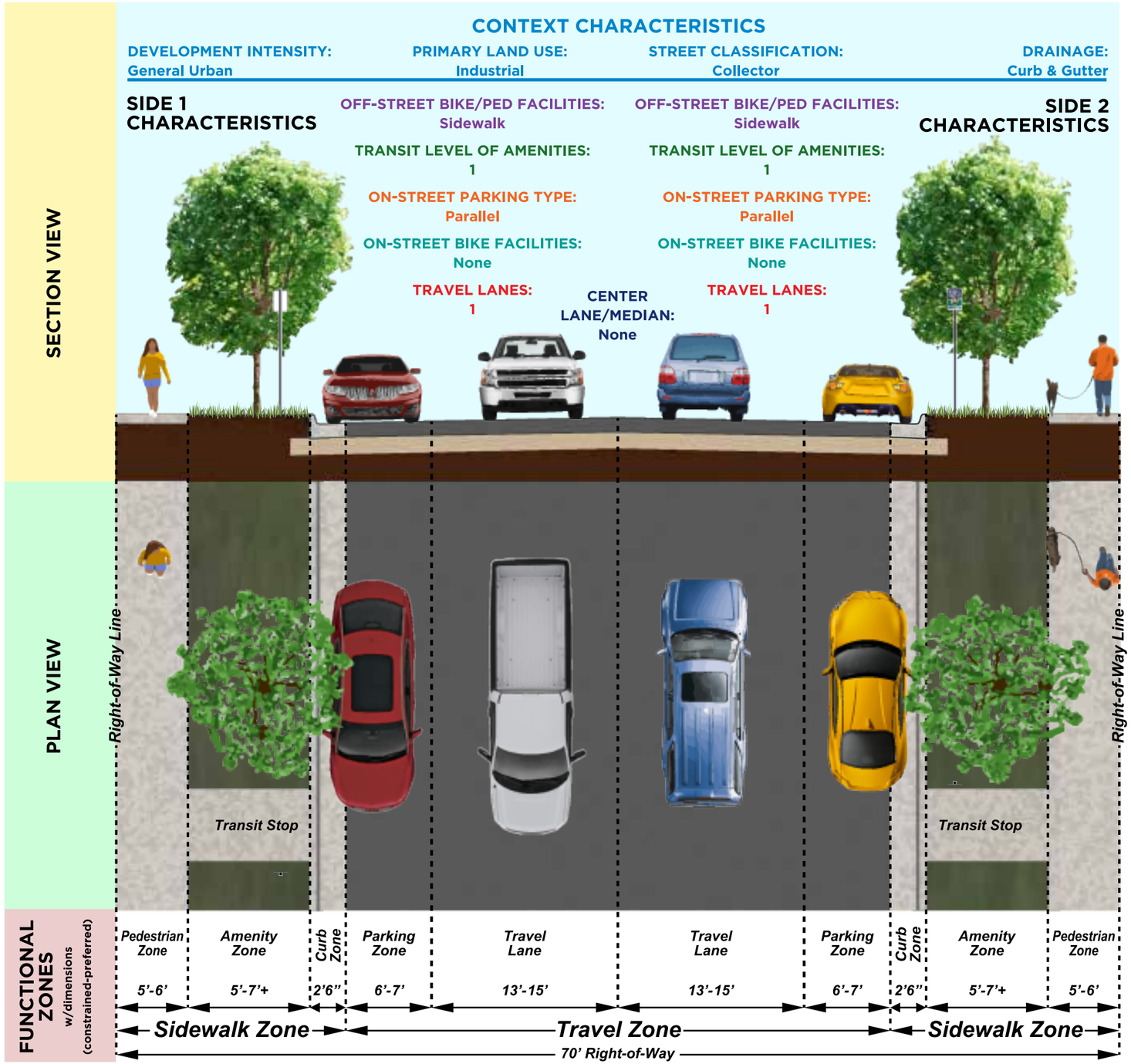


Figure 38: General Urban Example #2

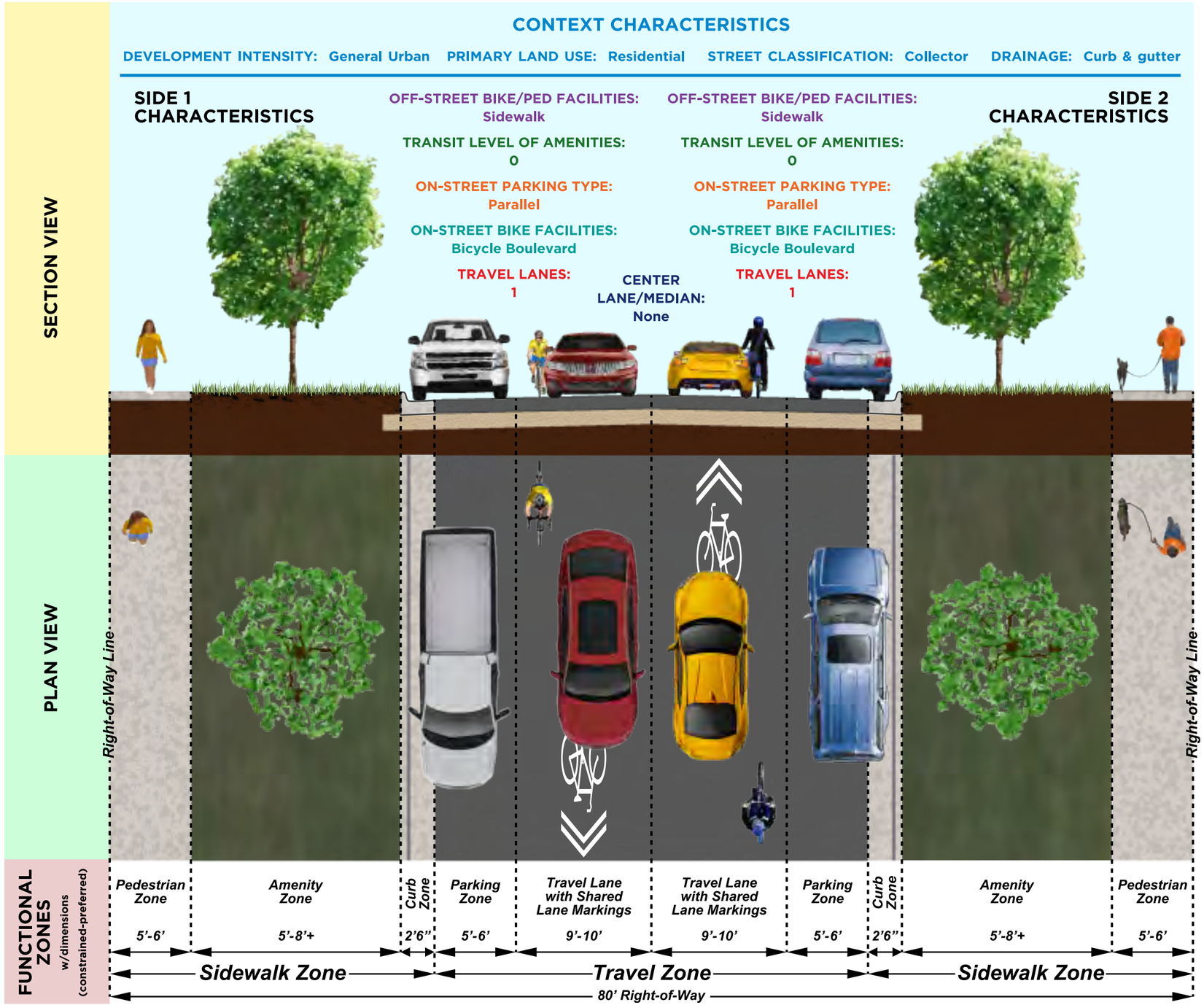


Figure 39: General Urban Example #3

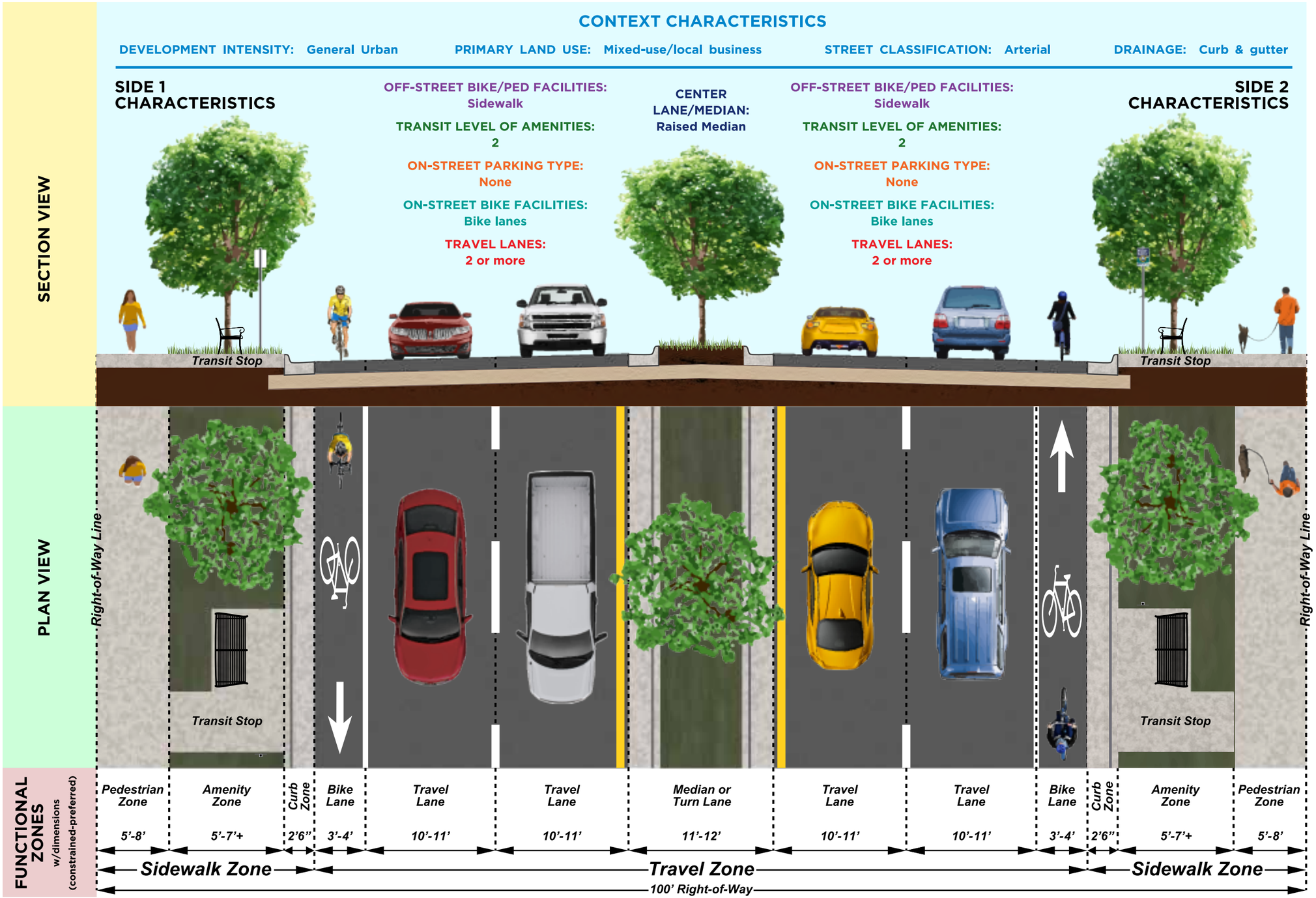


Figure 40: Suburban Example #1

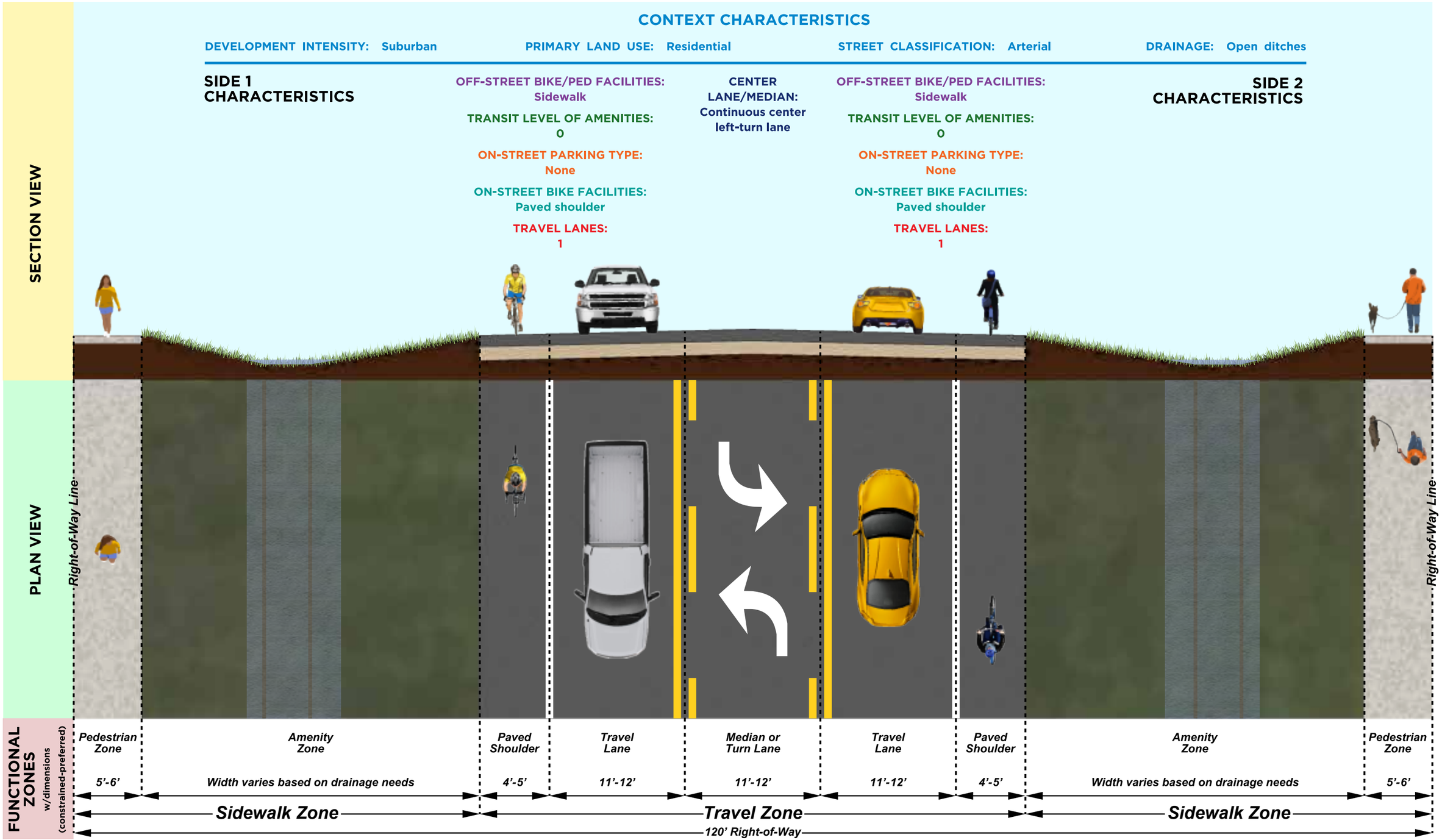


Figure 41: Suburban Example #2

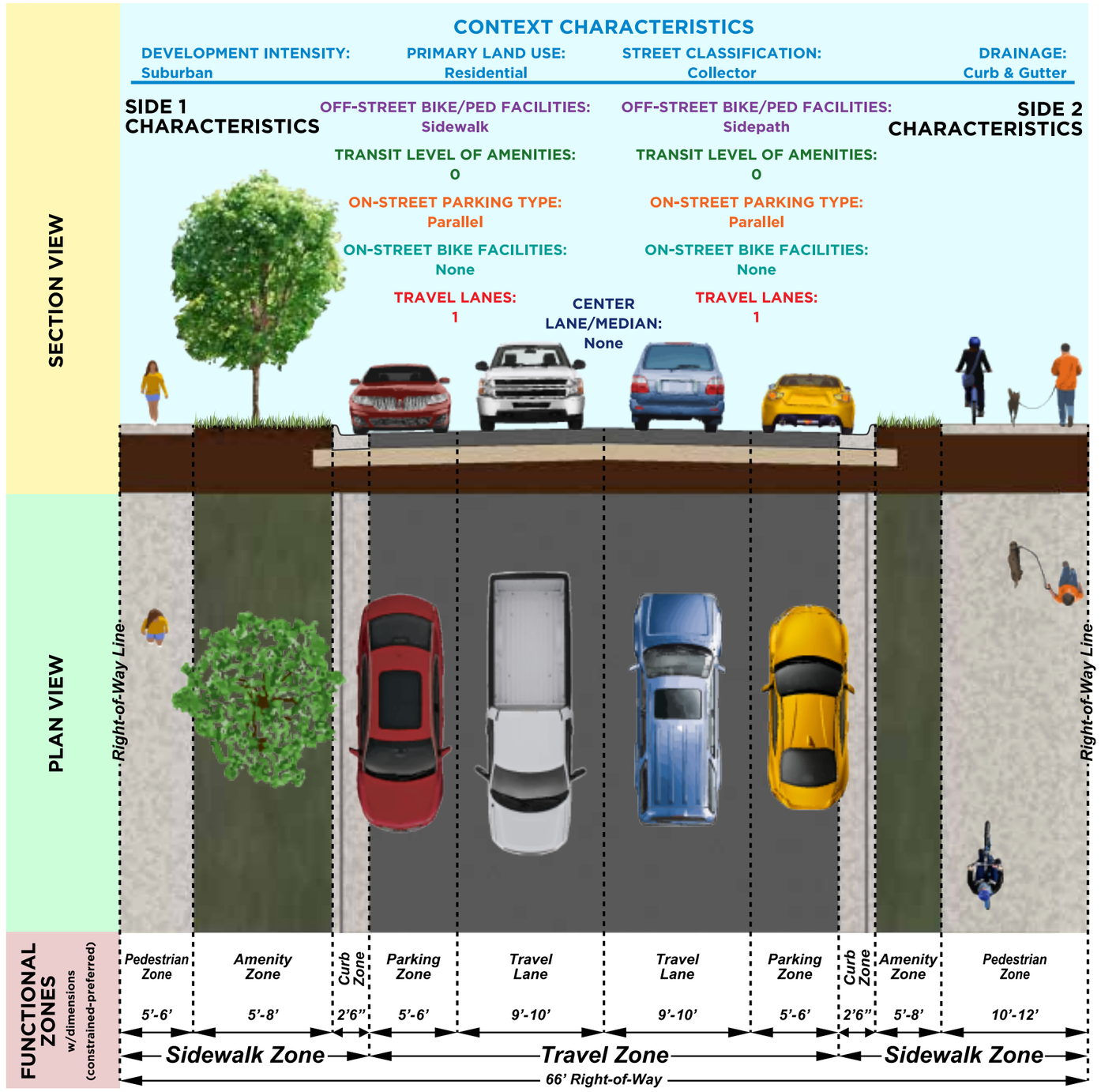
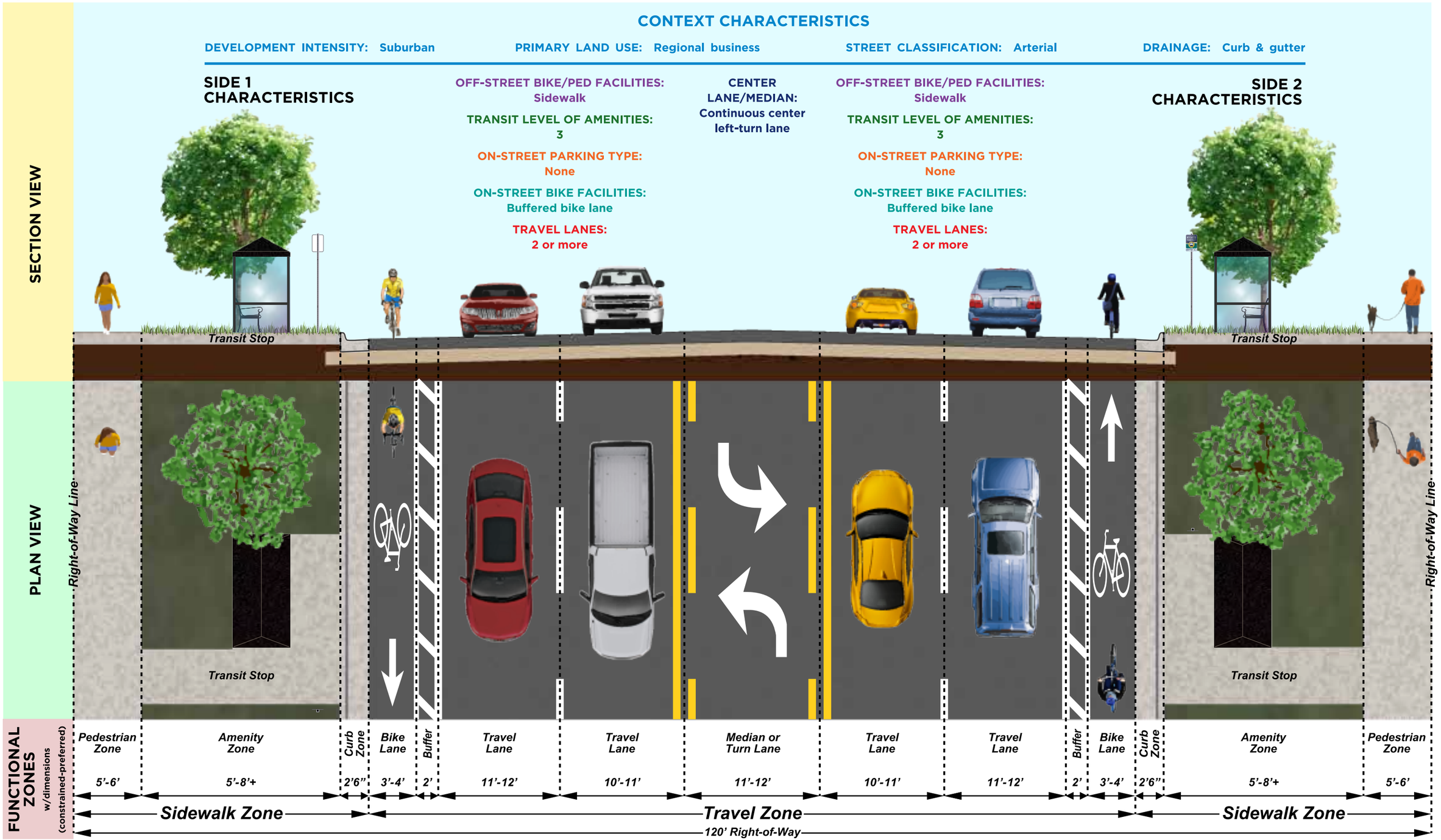


Figure 42: Suburban Example #3



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Bicycle and Pedestrian Advisory Board

Monday, October 13, 2014
5:30 – 7 P.M.

777 E. Waterman, Building 200
Wichita Transit Van Maintenance Facility
Conference Room

Meeting Notes

Members Present: Maxine Bostic, Jack Brown, Jane Byrnes, Barry Carroll, James Crowder, Jerry Jones, Tom Lasater & George Theoharis,
Members Absent: Tyler Stutzman, Melany Barnes, Amy Delamaide,
City Staff: Scott Wadle, MAPD, Scott Knebel, MAPD & Andrew Schlapp, Executive Director of Governmental Relations, Wichita State University
Guests: Alan

Item		Description	
1.		**Call to Order:** Jack Brown, Chairperson, called the meeting to order and welcomed City staff and guests.	
2.		**Approve Previous Meeting Notes**: Tom Lasater moved [Jerry Jones] to approve the October 13, 2014 meeting notes. Motion **carried** 8-0.	
3.		**Public Comments**: There were no comments from the public.	
4.		**Wichita State University–Connections to the Wichita Bicycle Network and Bicycle Related Improvement:** Andrew Schlapp, Executive Director of Government Relations, Wichita State University. Jack Brown explained that the board had invited Mr. Schlapp to provide an update on the progress being made on WSU's Campus. Mr. Schlapp showed a PowerPoint presentation that provided a status report on what has been accomplished and plans for the future as well. Following the presentation, there was considerable discussion on ways the University could possibly incorporate the City's Master Bicycle Plan into the overall campus design. It was noted that Scott Knebel, MAPD staff, has been designated to communicate with Mr. Schlapp and represent the City's interests. In addition, Scott Wadle, MAPD staff, will forward a copy of the City's Master Bicycle and Pedestrian Plans to Mr. Schlapp for his review. Jack Brown suggested that it is important to continue the dialogue between the City and WSU in an effort to incorporate biking and walking infrastructure in the new campus construction. In closing, board members thanked Mr. Schlapp for his informative presentation.	
5.		**Wichita Multi-Modal Policy and Street Design Guidance:** Scott Wadle, Senior Planner, provided a written staff report to the board members for review. In addition, Scott provided an overview of the proposed changes from the City's Technical Advisory Committee. According to Scott, a Multi-Modal Committee will be formed and will review all street designs and make recommendations on whether any biking or walking accommodations are indicated. These recommendations will routinely be forwarded to the City Council for consideration. Jerry Jones added that this 'was a step in the right direction' and is hopeful that this policy and guidance will result in improved biking and walking infrastructure. Scott noted that the City Council is scheduled to consider this policy and guidance on December 2nd. Following a brief discussion, Maxine Bostic moved [George Theoharis] to recommend that the Wichita Bicycle and Pedestrian Board	

DRAFT

		recommend endorsement of the revised Multi-Modal Accommodation Policy and Street Design Guidance, as suggested by City staff and presented to the City Council in October 2014. **Motion carried 8-0.**	
6.		**Wichita Together 2014 Signage Project**: Scott Wadle, Senior Planner, provided an overview to the board. Scott explained that this group wants to provide signage along the K-96 Path. Scott showed images of the proposed way finding signs and asked for feedback from the board. Tom Lasater suggested that it is helpful to show secondary streets on the signs. Maxine Bostic suggested that a 'map legend' be included on the signs as well. James Crowder suggested adding North, South, East and West markings on the signs. Scott thanked the members for their input and will forward a summary to Wichita Together 2014 represents for their review. The members stated that signage was needed along our bike paths and hoped that this would be an ongoing effort.	
7.		**Board Member Project Reports:** 1**) Mt. Vernon**: the intersection at Oliver & Mt. Vernon is being reconstructed; bike lanes will be installed at a later date; 2) **Bicycle Friendly City Designation:** an application with letters of support will be submitted in the spring of 2015 subject to WCC approval; 3) **Delano Bicycle Parking Plan-Phase II**: was approved by the City Council ; 4) **Redbud Trail**: Re-bids are slated to take place on November 21st; 5) **Delano/River Vista Apartments**: the WCC considered revised plans- Melany Barnes will track this project ; 6**) Delano Brownfield Application**: the application was submitted and EPA will make an announcement in spring of 2015; 7) **Douglas Design District**: the City's Design Council has recommended approval of the concept from Washington to Grove [there is no designated funding as yet]; 8) **First & Second Bikeways:** were advertised for bids in October; 9) **Multimodal Policy & Street Design Guidance**: Amy agreed to track this project; and 10) **Market & Topeka Bikeways** were advertised for bids in October	
8.		**Announcements & Closing Thoughts:** Jack Brown, Chairperson, asked for comments from the board. • **Board Retreat**: Jack Brown announced that the Board Retreat will be held on Monday, November 17th in the Park Villa building and will start at 5:30 pm. • **Project Tracking:** Jack Brown encouraged members to continue to track their assigned projects. In addition, Jack suggested that a subcommittee be formed and meet, periodically with City staff, and then provide a summary to the full board. • **Table Tents**: George Theoharis ask staff to develop table tents with board names and districts [or who appointed them].	

There be no further business, the meeting was adjourned at **7:30 pm.**

Respectfully submitted,

☺

Barry Carroll,
WBPAB Secretary

11/11/14

DRAFT

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Adoption of the 2012 International Mechanical Code (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading and authorize the necessary signatures.

Background: The International Mechanical Code (IMC), published by the International Code Council, is revised and updated every three years in order to keep current with the changing industry equipment, technology, standards and practices. Within Article 5 of the Wichita-Sedgwick County Unified Building and Trade Code (UBTC), the International Mechanical Code 2006 Edition, along with local amendments, was adopted by the City Council and the Board of Commissioners of Sedgwick County as the Mechanical Code within the jurisdiction of the Metropolitan Area Building and Construction Department (MABCD). Subsequently, the publisher of the International Mechanical Code released its 2009 and 2012 editions of the code. MABCD staff and members of MABCD's Board of Appeals of Air Conditioning, Refrigeration and Warm Air Heating (Mechanical Board) reviewed the International Mechanical Code, 2012 Edition, and participated in extensive discussions during meetings of the Mechanical Board. The Mechanical Board then voted and unanimously approved the adoption of the International Mechanical Code 2012 Edition, along with the changes to the Unified Building and Trade Code (UBTC) that are included within the ordinance that is before the City Council.

Analysis: Adoption of the 2012 Edition of the IMC would prove beneficial to the industry and the Wichita-Sedgwick County MABCD jurisdiction as it includes new technologies and practices, removes obsolete technology and practices in effort to provide relevant and safer code that would significantly benefit all parties involved. The Board of Commissioners of Sedgwick County approved the adoption of the 2012 Edition of the IMC, along with local amendments, at its November 19, 2014 meeting.

A summary of the major changes is below:

a) **Section 403.3 - Mechanical Ventilation.** These revisions are intended to make the IMC consistent with the ventilation rate requirements defined in ASHRAE Standard 62.1.2004.

b) **Section 401.4 - Intake Opening Location.** Air intake openings are now measured from the edge of the street or public walkway instead of the centerline. In a related change, mechanical & gravity air intake openings may now be located closer than 10' from streets, alleys, parking lots, and loading docks if the opening is located at least 25' above these locations.

c) **Section 403.3 - Minimum Ventilation Rates for Nail Salons.** Footnote H to Table 403.3 has been modified to require nail salons to have a source capture system at each nail station with a minimum exhaust rate of 50 cfm at each system.

d) **Section 506.3.7.1 - Grease Reservoirs.** Criteria has now been provided for the construction of a grease reservoir in a grease duct system, where the reservoir is not a manufactured product.

e) **Section 506.3.10 - Underground Grease Duct Installations.** Grease ducts installed in underground locations are now regulated based upon a number of new provisions.

f) **Section 507.2.2 - Type ll Hoods.** This was modified to eliminate a laundry list of exceptions for specific appliances. A Type ll hood will no longer be needed if the appliance has the heat and moisture loads incorporated in the design of the HVAC system.

g) **Section 603.4.1 - Minimum Fasteners.** Round metallic ducts now have an exception allowing the three required screws to be equally spaced on the exposed portion so as to prevent a hinge effect.

h) **Section 606.4.1 - Supervision.** This change clarifies that the smoke detectors used for air distribution systems are only required to be connected to a fire alarm system if the alarm system is required by the International Fire Code. (IFC)

i) **Section 1105.6 & 1105.6.3 – Machinery Room Ventilation.** Ventilation rates in ammonia machinery rooms will now be based on llAR2 requirements, making the IMC current with industry standards.

Financial Considerations: There is no financial impact.

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

Recommendations/Actions: It is recommended that the City Council place on first reading the ordinance amending Article 5 of the Unified Building and Trade Code with the adoption the 2012 Edition of the International Mechanical Code and authorize the necessary signatures.

Attachments: Clean and delineated ordinances.

OCA #230100

First Published in The Wichita Eagle on _____

DELINEATED DATE

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 5.A.040, 5.1.010, AND ALSO CREATING SECTIONS 5.1.175 AND 5.1.215, OF THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

SECTION 1.

***SECTION 5.A.040.* – Mechanical Inspector Qualifications; Appointment** *is hereby amended to read as follows:*

~~Within the jurisdiction of Sedgwick County, all commercial mechanical inspectors shall have had a minimum of five years of practical experience in this field as a Journeyman or Master, and hold a current mechanical certificate, or in lieu of such experience and certification, shall hold a current and valid mechanical inspector certificate issued by an approved testing agency as determined by the Director of the MABCD, and have two (2) years' experience in mechanical installations. Each inspector shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD.~~ "Within the jurisdiction of the ~~City of~~ ~~Wichita~~ MABCD, all commercial mechanical inspectors shall have had a minimum of five (5) years of practical experience in this field as a Journeyman or Master and hold a current mechanical certificate and shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD.

Upon satisfaction of the minimum qualifications for a commercial mechanical inspector, the Director of the MABCD shall have the discretion to appoint the employee as a combination inspector."

SECTION 2.

***SECTION 5.1.010.* – Adoption of the International Mechanical Code** *is hereby amended to read as follows:*

"The International Mechanical Code, as published by the International Code Council, Inc. ~~2006~~ 2012 Edition, excluding appendix B, and sections 301.2, 301.3, 501.3.1.1, 802.8, and 1101.10 is hereby adopted and incorporated herein by reference, subject to such amendments thereto as are set forth hereinafter. Section 101.1 of the International Mechanical Code, as adopted by reference herein, shall be amended to read as follows: Title. These regulations shall be known as the Wichita – Sedgwick County Unified Building and Trade Code, Article 5 International Mechanical Code, hereinafter referred to as "this Code."

SECTION 3.

***SECTION 5.1.175.* – Ventilation required** *is hereby created to read as follows:*

"Section 401.2 of the International Mechanical Code is amended to read as follows: Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical means in accordance with Section 403."

SECTION 4.

***SECTION 5.1.215.* – Metallic Ducts** *is hereby created to read as follows:*

"Section 603.4 of the International Mechanical Code is amended to read as follows: All metallic ducts shall be constructed as specified in the SMACNA HVAC Duct Construction Standards-Metal and Flexible."

SECTION 5. The originals of Sections 5.A.040 and 5.1.010 are hereby repealed.

SECTION 6.

The Board of County Commissioners has approved the above changes on November 19, 2014.

SECTION 7.

This Ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication of a summary of this Ordinance once in the official city paper, but no sooner than January 1, 2015.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe,
Interim City Director

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on _____, 2014; that the record of the final vote on its passage is found on page _____ of journal _____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on _____, 2014.

DATED: _____

_____
Karen Sublett, City Clerk

OCA #230100

First Published in The Wichita Eagle on January 2, 2015

ORDINANCE NO. 49-896

AN ORDINANCE AMENDING SECTIONS 5.A.040, 5.1.010, AND ALSO CREATING SECTIONS 5.1.175 & 5.1.215, OF THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

SECTION 1.

***SECTION 5.A.040.* – Mechanical Inspector Qualifications; Appointment** is hereby amended to read as follows:

"Within the jurisdiction of the MABCD, all commercial mechanical inspectors shall have had a minimum of five (5) years of practical experience in this field as a Journeyman or Master and hold a current mechanical certificate and shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD. Upon satisfaction of the minimum qualifications for a commercial mechanical inspector, the Director of the MABCD shall have the discretion to appoint the employee as a combination inspector."

SECTION 2.

***SECTION 5.1.010.* – Adoption of the International Mechanical Code** is hereby amended to read as follows:

"The International Mechanical Code, as published by the International Code Council, Inc. 2012 Edition, excluding appendix B, and sections 301.2, 301.3, 501.3.1.1, 802.8, and 1101.10 is hereby adopted and incorporated herein by reference, subject to such amendments

thereto as are set forth hereinafter. Section 101.1 of the International Mechanical Code, as adopted by reference herein, shall be amended to read as follows: Title. These regulations shall be known as the Wichita – Sedgwick County Unified Building and Trade Code, Article 5 International Mechanical Code, hereinafter referred to as "this Code."

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***SECTION 5.1.175.* – Ventilation required** is hereby created to read as follows:

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SECTION 4.

***SECTION 5.1.215.* – Metallic Ducts** is hereby created to read as follows:

"Section 603.4 of the International Mechanical Code is amended to read as follows: All metallic ducts shall be constructed as specified in the SMACNA HVAC Duct Construction Standards - Metal and Flexible."

SECTION 5. The originals of Sections 5.A.040 and 5.1.010 are hereby repealed.

SECTION 6.

The Board of County Commissioners has approved the above changes on November 19, 2014.

SECTION 7.

This ordinance shall be included in the Wichita-Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication of a summary of this Ordinance once in the official city paper, but no sooner than January 1, 2015.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2014.

Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe,
Interim Director of Law

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on _____, 2014; that the record of the final vote on its passage is found on page _____ of journal _____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on _____, 2014.

DATED: _____

_____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Adoption of the 2014 National Electrical Code (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading and authorize the necessary signatures.

Background: The National Electrical Code (NEC), published by the National Fire Protection Association, is revised and updated every three years in order to keep current with the changing industry equipment, technology, standards and practices. Within Article 4 of the Wichita-Sedgwick County Unified Building and Trade Code (UBTC), the National Electrical Code 2011 Edition, along with local amendments, was adopted by the City Council and the Board of Commissioners of Sedgwick County as the electrical code within the jurisdiction of the Metropolitan Area Building and Construction Department (MABCD). Subsequently, the publisher of the National Electrical Code released its 2014 edition of the code. MABCD staff and members of MABCD's Board of Electrical Appeals (Electrical Board) reviewed the National Electrical Code, 2014 Edition, and participated in extensive discussions during meetings of the Electrical Board. The Electrical Board then voted and unanimously approved the adoption of the National Electrical Code 2014 Edition, along with changes to the UBTC that are included within the ordinance that is before the City Council.

Analysis: Adoption of the 2014 Edition of the NEC would prove beneficial to the industry and the Wichita-Sedgwick County MABCD jurisdiction as it includes new technologies and practices, removes obsolete technology and practices in effort to provide a relevant and safer code that would significantly benefit all parties involved. The Board of Commissioners of Sedgwick County approved the adoption of the 2014 Edition of the NEC, along with local amendments, at its November 19, 2014 meeting.

Some of the major changes are summarized below:

a) **Sec. 4.A.080 of the UBTC** will be amended the to allow an electrical inspector for residential to not be a journeyman or master electrician;

b) **Sec. 4.1.020 of the UBTC** will be amended to match the State requirements to require a minimum of 930 classroom hours for schooling;

c) **Sec. 4.1.110 of the UBTC** will be amended to list when an electrical permit is required;

d) **Sec. 4.2.010 of the UBTC** will be amended to adopt the 2014 National Electrical Code;

e) **Sec. 4.2.055 of the UBTC** will be created so feeder and branch circuit disconnects are conforming to the same requirements for service disconnects;

f) **Sec. 4.2.070** will be amended to allow for aluminum grounding conductors to be smaller

than phase conductor when sized properly per the NEC;

g) **Sec. 4.2.125** of the UBTC will be amended to reflect the numbering change in the NEC;

h) **Sec. 4.2.175** of the UBTC be amended to add branch circuit extension and dormitory bedrooms for AFCI protection;

i) **Sec. 4.2.185** of the UBTC will be removed as the requirements are now part of the NEC;

j) **Sec. 4.2.190** of the UBTC will be removed as the requirements are not part of the NEC;

k) **Sec. 4.2.205** of the UBTC will be created to allow for the use of Underground Residential Distribution (URD) cable;

l) **Section 4.2.220** of the UBTC will be amended to reflect the numbering change in the NEC;

m) **Sec. 4.2.240** of the UBTC will be created for a start date to allow sign companies time to meet the listing requirements of the NEC.

Financial Considerations: There is no financial impact.

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

Recommendations/Actions: It is recommended that the City Council approve first reading of the ordinance amending Article 4 of the Unified Building and Trade Code (UBTC) with the adoption of the 2014 Edition of the National Electrical Code and authorize the necessary signatures

Attachments: Clean and delineated ordinances.

OCA #230100

First Published in The Wichita Eagle on _____

DELINEATED DATE

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 4.A.080, 4.1.020, 4.1.110, 4.2.010, 4.2.070, 4.2.125, 4.2.170, 4.2.175 AND 4.2.220; DELETING SECTIONS 4.2.185 AND 4.2.190; CREATING SECTIONS 4.2.055, 4.2.205 AND 4.2.240; AND REPEALING THE ORIGINALS OF SECTIONS 4.A.080, 4.1.020, 4.1.110, 4.2.010, 4.2.070, 4.2.125, 4.2.170, 4.2.175, 4.2.185, 4.2.190 AND 4.2.220; OF THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

SECTION 1.

SECTION 4.A.080. – Electrical inspectors – Appointments – Duties *is hereby amended to read as follows:*

"~~Within the jurisdiction of the City of Wichita, all~~ All ~~commercial~~ electrical inspectors shall have had a minimum of five (5) years of practical experience in this field as a Journeyman or Master and hold a current electrical certificate and shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD. Persons in the employ of the MABCD who are duly certified as residential combination inspectors or residential electrical inspectors by the International Conference of Building Officials or by the International Code Council shall also be qualified as electrical inspectors for one and two-family residential structures and their accessory structures.

~~Within the jurisdiction of Sedgwick County, all commercial electrical inspectors shall have had a minimum of five years of practical experience in this field as a Journeyman or Master, and hold a~~

~~current electrical certificate, or in lieu of such experience and certification, shall hold a current and valid electrical inspector certificate issued by an approved testing agency as determined by the Director of the MABCD, and have two (2) years' experience in electrical installations.~~

Each inspector shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD.

~~Upon satisfaction of the minimum qualifications for the appropriate jurisdiction, the Director of the MABCD shall have the discretion to appoint the employees as a combination inspector.~~"

SECTION 2.

SECTION 4.1.020 – Electricians' certificates – Application - Examination *is hereby amended to read as follows:*

"Applications for examination for a master electrician's certificate or a journeyman electrician's certificate or a residential wireman electrician's certificate shall be made to the office of the MABCD. The fee for an examination for a master electrician, journeyman electrician or residential wireman electrician shall be established by the Director of the MABCD, to cover the administrative costs.

Applicants for master electrician examination shall provide written documented proof of having a valid journeyman electrician certificate for a minimum of two (2) years.

Applicants for journeyman electrician and residential wireman electrician shall provide written documented proof of at least two (2) years of field experience in the electrical construction industry. "Field experience" means working under the direct supervision of a person having a valid journeyman certificate or master certificate or attending an accredited electrical trade school. No more than one (1) year of the requirement may be satisfied by trade related schooling. Schooling shall consist of a minimum of ~~240~~ 930 hours classroom training.

~~Documentation shall be the~~ Documented proof shall include the following:

(a) ~~Written l~~ Letter written on company letterhead ~~form~~ from employer(s) stating job description and dates of employment and signed by a person qualified in the electrical trade; and

(b) Copy of a transcript or attendance record from an accredited electrical trade school.

The electrical examination will be administered in accordance with K.S.A. 12-1525 and amendments thereto, with a minimum passing score of seventy-five percent (75%)."

SECTION 3.

SECTION 4.1.110.– Electrical permit required – Fees listed *is hereby amended to read as follows:*

"It is unlawful for any person to do or cause to be done any electrical wiring for light, heat or power in or on any building or structure or on any premises in the MABCD jurisdiction without first obtaining a permit from the office of MABCD. Applications for permits shall be made on forms furnished by MABCD, duly executed and signed by a person properly authorized to obtain permits for the applicant. The application may be presented in person, by electronic media or by mail and accompanied by the fee as listed in Article 1.2 of this Code."

SECTION 4.

SECTION 4.2.010.– Installation standards *is hereby amended to read as follows:*

"All electrical installations made shall be in strict conformity with the provisions of this Code. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the National Electrical Code, ~~2011~~ 2014 Edition including Informative Annex C (Conduit and Tubing Fill Tables), as published by the National Fire Protection Association as N.F.P.A. No. 70-~~2011~~ 2014, as presently constituted and as may be hereinafter amended, shall apply with the exception of Section 110.16; Section 110.24; Section 200.6(d); Section 210.4(b);

Section 210.5(c)(1); Section 210.12; Section 210.52(c)(1) Exception; Section 230.24(A) Exception No. 5; Section 230.40; Section 250.68(a) Exception No. 2; Section 300.4(H); Section 300.11(a)(2); Section 314.28; Section 334.10; Section 334.12(a)(1) ~~Exception~~; Section 334.40(b); Section 334.80; ~~Section 406.4(e); Section 406.8(b)(1) and (2);~~ Section 410.64; Section 430.22(G)(1); Section 430.22(G)(2); Section 514.11(A); Section 590.4(D); Section 590.6(B)(2); ~~Section 600.3;~~ and Section 680.8; of such publication. Said N.F.P.A. No. 70-~~2011~~ 2014, was adopted by the National Fire Protection Association at its ~~2010~~ 2013 June Technical Session and approved as an American National Standard on August ~~25, 2010~~ 21, 2013. By this publication, all provisions of such publication, with noted exceptions, are adopted by reference and made a part of this Code, and this Section as though fully set forth herein."

SECTION 5.

SECTION 4.2.055.– Feeder or Branch circuit disconnect location *is hereby created to read as follows:*

"Article 225.32 of the National Electrical Code (NEC) shall be amended to read:

The disconnecting means shall be installed either inside or outside of the building or structure served or where the conductors pass through the building or structure. The disconnecting means, if installed on the exterior of the building or structure, shall be at a readily accessible location nearest the point of entrance of the conductors. The disconnecting means, if installed inside the building or structure, shall be at a readily accessible location and located so the total length of conductor shall not be extended more than fifteen (15) feet inside of the building or structure. For the purposes of this section, the requirements of 230.6 shall be utilized.

National Electrical Code exceptions permitted."

SECTION 6.

SECTION 4.2.070.– Conductor requirements *is hereby amended to read as follows:*

"A. *Commercial and Industrial.*

(1) *Type.* All commercial and industrial wiring conductors rated two hundred (200) amperes or less, including all service conductors required to be installed by the licensed electrical contractor, shall be copper. For parallel conductors, each individual conductor of a parallel set shall meet the requirements of this section. Parallel conductors are not to be considered a single conductor.

Exception. Feeder circuit and branch circuit conductors rated one hundred (100) amperes or more, may be aluminum or copper-clad aluminum, provided panelboards or disconnect switches served by such circuits are marked by the manufacturer as being suitable for aluminum or copper-clad aluminum termination. ~~(Effective 2/1/82).~~

(2) *Minimum Size.* The minimum size conductors shall be No. 12 AWG copper, except smaller sizes will be acceptable for control wiring.

B. *Residential.*

All residential and accessory building wiring conductors less than ninety (90) ~~90~~ amperes shall be copper.

Note: Grounding conductors installed in the same raceway or cable with the above listed aluminum conductors may be allowed to be aluminum when sized per Article 250 of the currently adopted National Electrical Code."

SECTION 7.

SECTION 4.2.125.– Type NM, NMC and NMS cable ampacity *is hereby amended to read as follows:*

"The ampacity of Types NM, NMC, and NMS cable shall be determined in accordance with

Table 310.15(B)(16) ~~310.16~~ of the National Electrical Code. The ampacity shall be in accordance with the 60°C (140°F) conductor temperature rating."

SECTION 8.

SECTION 4.2.170.– Conduit bodies *is hereby amended to read as follows:*

"Section 314.28 of the National Electrical Code shall be amended to read as follows: Boxes and conduit bodies trade size over two (2) ~~2~~ inches used as pull or junction boxes shall comply with 314.28(A) through (~~D~~E)."

SECTION 9.

SECTION 4.2.175.– Arc-Fault Circuit Interrupter Protection *is hereby amended to read as follows:*

"A listed arc-fault circuit interrupter shall be installed to provide protection as required in (A), (B) and (C).

(A) ~~Definition: Arc-Fault Circuit Interrupter. An arc-fault circuit interrupter is a device intended to provide protection from the effects of arc faults by recognizing characteristics unique to arcing and by functioning to de-energize the circuit when an arc fault is detected.~~ Dwelling Unit Bedrooms. All 120-volt, single phase, 15- and 20-ampere branch circuits supplying outlets and devices installed in dwelling unit bedrooms shall be protected by a listed arc-fault circuit interrupter, combination type installed to provide protection of the branch circuit.

Exception: The location of the arc-fault circuit interrupter shall be permitted to be at other than the origination of the branch circuit in compliance with (a) and (b):

(a) The arc-fault circuit interrupter installed within six (6) feet ~~1.8 m (6 ft)~~ of the branch circuit overcurrent device as measured along the branch circuit conductors.

(b) The circuit conductors between the branch circuit overcurrent device and the arc-fault circuit interrupter shall be installed in a metal raceway or a cable with a metallic sheath.

(B) Branch Circuit Extensions or Modifications — Dwelling Units. In any of the areas specified in 4.2.175(A) of this Code, where branch-circuit wiring is modified, replaced, or extended, the branch circuit shall be protected by one of the following:

(1) A listed combination-type AFCI located at the origin of the branch circuit, or

(2) A listed outlet branch-circuit type AFCI located at the first receptacle outlet of the existing branch circuit.

Exception: AFCI protection shall not be required where the extension of the existing conductors is not more than six (6) feet and does not include any additional outlets or devices.

(C) Dormitory Units. All 120-volt, single phase, 15- and 20-ampere branch circuits supplying outlets and devices installed in dormitory unit bedrooms shall be protected by a listed arc-fault circuit interrupter meeting the requirements of 4.2.175(A) of this Code, including exceptions."

SECTION 10.

SECTION 4.2.185.– Receptacles in countertops not to be installed face-up *is hereby repealed.*

SECTION 11.

SECTION 4.2.190.– Receptacles in wet locations *is hereby repealed.*

SECTION 12.

SECTION 4.2.205.– Permitted use of Underground Residential Distribution (URD) cable *is hereby created to read as follows:*

"Underground Residential Distribution (URD) cable may be installed as an approved wiring method for outdoor use only, with the following restrictions:

(a) Permitted for outdoor use only, installed direct buried or in a raceway.

(b) Minimum size shall be #2 Aluminum.

(c) The phase conductors and the neutral conductor shall be the same size.

(d) The phase conductors and the neutral conductor insulation shall be identified as USE.

(e) The Neutral conductor shall be properly identified per the National Electrical Code.

(f) Grounding conductor, if needed, shall be a minimum of #2 aluminum or #6 copper and shall be insulated.

(g) The ampacity of the conductors must comply with the values for the respective size and conductor material as listed in the seventy-five degree (75°) column of the Ampacity Tables of the latest adopted edition of the National Electrical Code."

SECTION 13.

SECTION 4.2.220.– Conduit exposed to sunlight on rooftops *is hereby amended to read as follows:*

"Where conductors or cables are installed in conduits with a horizontal length exceeding six (6) ~~6~~ feet and exposed to direct sunlight on or above rooftops, the adjustments shown in Table ~~310.15(B)(2)(c)~~ 310.15(B)(3)(c) of the National Electrical Code shall be added to the outdoor temperature to determine the applicable ambient temperature for application of the correction factors in Table ~~310.16~~ 310.15(B)(16) and Table ~~310.18~~ 310.15(B)(18) of the National Electrical Code."

SECTION 14.

SECTION 4.2.240.– Listing of Signs. 2014 NEC Article 600.3 *is hereby created to read as follows:*

"Effective January 1, 2016. All fixed, mobile, or portable electric signs, section signs, outline lighting, and retrofit kits, regardless of voltage, shall be listed, provided with installation instructions, and installed in conformance with that listing, unless otherwise approved by special permission of the Code Official.

(A) Field-Installed Skeleton Tubing. Field-installed skeleton tubing shall not be required to be listed where installed in conformance with this Code.

(B) Outline Lighting. Outline lighting shall not be required to be listed as a system when it consists of listed luminaires wired in accordance with this Code and Chapter 3 of the 2014 National Electrical Code."

SECTION 15.

The originals of Sections 4.A.080, 4.1.020, 4.1.110, 4.2.010, 4.2.070, 4.2.125, 4.2.170, 4.2.175, 4.2.185, 4.2.190 and 4.2.220 are hereby repealed.

SECTION 16.

The Board of County Commissioners has approved the above changes on November 19, 2014.

SECTION 17.

This Ordinance shall be included in the Wichita-Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication of a summary of this Ordinance once in the official city paper, but no sooner than January 1, 2015.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon Dickgrafe, Interim Director of Law

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on _____, 2014; that the record of the final vote on its passage is found on page _____ of journal _____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on _____, 2014.

DATED: _____

_____
Karen Sublett, City Clerk

OCA #230100

First Published in The Wichita Eagle on January2, 2015

ORDINANCE NO. 49-897

AN ORDINANCE AMENDING SECTIONS 4.A.080, 4.1.020, 4.1.110, 4.2.010, 4.2.070, 4.2.125, 4.2.170, 4.2.175 AND 4.2.220; DELETING SECTIONS 4.2.185 AND 4.2.190; CREATING SECTIONS 4.2.055, 4.2.205 AND 4.2.240; AND REPEALING THE ORIGINALS OF SECTIONS 4.A.080, 4.1.020, 4.1.110, 4.2.010, 4.2.070, 4.2.125, 4.2.170, 4.2.175, 4.2.185, 4.2.190 AND 4.2.220; OF THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

SECTION 1.

SECTION 4.A.080. – Electrical inspectors – Appointments – Duties is hereby amended to read as follows:

"All electrical inspectors shall have had a minimum of five (5) years of practical experience in this field as a Journeyman or Master and hold a current electrical certificate and shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD. Persons in the employ of the MABCD who are duly certified as residential combination inspectors or residential electrical inspectors by the International Conference of Building Officials or by the International Code Council shall also be qualified as electrical inspectors for one and two-family residential structures and their accessory structures. Each inspector shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD."

SECTION 2.

SECTION 4.1.020 – Electricians' certificates – Application - Examination is hereby amended to read as follows:

"Applications for examination for a master electrician's certificate or a journeyman electrician's

certificate or a residential wireman electrician's certificate shall be made to the office of the MABCD. The fee for an examination for a master electrician, journeyman electrician or residential wireman electrician shall be established by the Director of the MABCD, to cover the administrative costs.

Applicants for master electrician examination shall provide written documented proof of having a valid journeyman electrician certificate for a minimum of two (2) years.

Applicants for journeyman electrician and residential wireman electrician shall provide written documented proof of at least two (2) years of field experience in the electrical construction industry. "Field experience" means working under the direct supervision of a person having a valid journeyman certificate or master certificate or attending an accredited electrical trade school. No more than one (1) year of the requirement may be satisfied by trade related schooling. Schooling shall consist of a minimum of 930 hours classroom training. Documented proof includes the following:

(a) Letter written on company letterhead from employer(s) stating job description and dates of employment and signed by a person qualified in the electrical trade; and

(b) Copy of a transcript or attendance record from an accredited electrical trade school.

The electrical examination will be administered in accordance with K.S.A. 12-1525 and amendments thereto, with a minimum passing score of seventy-five percent (75%)."

SECTION 3.

SECTION 4.1.110.– Electrical permit required – Fees listed is hereby amended to read as follows:

"It is unlawful for any person to do or cause to be done any electrical wiring for light, heat or power in or on any building or structure or on any premises in the MABCD jurisdiction

without first obtaining a permit from the office of MABCD. Applications for permits shall be made on forms furnished by MABCD, duly executed and signed by a person properly authorized to obtain permits for the applicant. The application may be presented in person, by electronic media or by mail and accompanied by the fee as listed in Article 1.2 of this Code."

SECTION 4.

SECTION 4.2.010.– Installation standards is hereby amended to read as follows:

"All electrical installations made shall be in strict conformity with the provisions of this Code. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the National Electrical Code, 2014 Edition including Informative Annex C (Conduit and Tubing Fill Tables), as published by the National Fire Protection Association as N.F.P.A. No. 70-2014, as presently constituted and as may be hereinafter amended, shall apply with the exception of Section 110.16; Section 110.24; Section 200.6(d); Section 210.4(b); Section 210.5(c)(1); Section 210.12; Section 210.52(c)(1) Exception; Section 230.24(A) Exception No. 5; Section 230.40; Section 250.68(a) Exception No. 2; Section 300.4(H); Section 300.11(a)(2); Section 314.28; Section 334.10; Section 334.12(a)(1); Section 334.40(b); Section 334.80; Section 410.64; Section 430.22(G)(1); Section 430.22(G)(2); Section 514.11(A); Section 590.4(D); Section 590.6(B)(2); and Section 680.8; of such publication. Said N.F.P.A. No. 70-2014, was adopted by the National Fire Protection Association at its 2013 June Technical Session and approved as an American National Standard on August 21, 2013. By this publication, all provisions of such publication, with noted exceptions, are adopted by reference and made a part of this Code, and this Section as though fully set forth herein."

SECTION 5.

SECTION 4.2.055.– Feeder or Branch circuit disconnect location is hereby created to read as follows:

"Article 225.32 of the National Electrical Code (NEC) shall be amended to read:

The disconnecting means shall be installed either inside or outside of the building or structure served or where the conductors pass through the building or structure. The disconnecting means, if installed on the exterior of the building or structure, shall be at a readily accessible location nearest the point of entrance of the conductors. The disconnecting means, if installed inside the building or structure, shall be at a readily accessible location and located so the total length of conductor shall not be extended more than fifteen (15) feet inside of the building or structure. For the purposes of this section, the requirements of 230.6 shall be utilized.

National Electric Code exceptions permitted."

SECTION 6.

SECTION 4.2.070.– Conductor requirements is hereby amended to read as follows:

"A. *Commercial and Industrial.*

(1) *Type.* All commercial and industrial wiring conductors rated two hundred (200) amperes or less, including all service conductors required to be installed by the licensed electrical contractor, shall be copper. For parallel conductors, each individual conductor of a parallel set shall meet the requirements of this section. Parallel conductors are not to be considered a single conductor.

Exception. Feeder circuit and branch circuit conductors rated one hundred (100) amperes or more, may be aluminum or copper-clad aluminum, provided panelboards or disconnect switches served by such circuits are marked by the manufacturer as being suitable for aluminum or copper-clad aluminum termination.

(2) *Minimum Size.* The minimum size conductors shall be No. 12 AWG copper, except

smaller sizes will be acceptable for control wiring.

B. *Residential.*

All residential and accessory building wiring conductors less than ninety (90) amperes shall be copper.

Note: Grounding conductors installed in the same raceway or cable with the above listed aluminum conductors may be allowed to be aluminum when sized per Article 250 of the currently adopted National Electrical Code."

SECTION 7.

SECTION 4.2.125.– Type NM, NMC and NMS cable ampacity is hereby amended to read as follows:

"The ampacity of Types NM, NMC, and NMS cable shall be determined in accordance with Table 310.15(B)(16) of the National Electrical Code. The ampacity shall be in accordance with the 60°C (140°F) conductor temperature rating."

SECTION 8.

SECTION 4.2.170. – Conduit bodies is hereby amended to read as follows:

"Section 314.28 of the National Electrical Code shall be amended to read as follows: Boxes and conduit bodies trade size over two (2) inches used as pull or junction boxes shall comply with 314.28(A) through (E)."

SECTION 9.

SECTION 4.2.175.– Arc-Fault Circuit Interrupter Protection is hereby amended to read as follows:

"A listed arc-fault circuit interrupter shall be installed to provide protection as required in (A), (B) and (C).

(A) Dwelling Unit Bedrooms. All 120-volt, single phase, 15- and 20-ampere branch circuits

supplying outlets and devices installed in dwelling unit bedrooms shall be protected by a listed arc-fault circuit interrupter, combination type installed to provide protection of the branch circuit.

Exception: The location of the arc-fault circuit interrupter shall be permitted to be at other than the origination of the branch circuit in compliance with (a) and (b):

(a) The arc-fault circuit interrupter installed within six (6) feet of the branch circuit overcurrent device as measured along the branch circuit conductors.

(b) The circuit conductors between the branch circuit overcurrent device and the arc-fault circuit interrupter shall be installed in a metal raceway or a cable with a metallic sheath.

(B) Branch Circuit Extensions or Modifications — Dwelling Units. In any of the areas specified in 4.2.175(A) of this Code, where branch-circuit wiring is modified, replaced, or extended, the branch circuit shall be protected by one of the following:

(1) A listed combination-type AFCI located at the origin of the branch circuit, or

(2) A listed outlet branch-circuit type AFCI located at the first receptacle outlet of the existing branch circuit.

Exception: AFCI protection shall not be required where the extension of the existing conductors is not more than six (6) feet and does not include any additional outlets or devices.

(C) Dormitory Units. All 120-volt, single phase, 15- and 20-ampere branch circuits supplying outlets and devices installed in dormitory unit bedrooms shall be protected by a listed arc-fault circuit interrupter meeting the requirements of 4.2.175(A) of this Code, including exceptions."

SECTION 10.

SECTION 4.2.185.– Receptacles in countertops not to be installed face-up is hereby repealed.

SECTION 11.

SECTION 4.2.190.– Receptacles in wet locations is hereby repealed.

SECTION 12.

SECTION 4.2.205.– Permitted use of Underground Residential Distribution (URD) cable is hereby created to read as follows:

"Underground Residential Distribution (URD) cable may be installed as an approved wiring method for outdoor use only, with the following restrictions.

(a) Permitted for outdoor use only, installed direct buried or in a raceway.

(b) Minimum size shall be #2 Aluminum.

(c) The phase conductors and the neutral conductor shall be the same size.

(d) The phase conductors and the neutral conductor insulation shall be identified as USE.

(e) The Neutral conductor shall be properly identified per the National Electrical Code.

(f) Grounding conductor, if needed, shall be a minimum of #2 aluminum or #6 copper and shall be insulated.

(g) The ampacity of the conductors must comply with the values for the respective size and conductor material as listed in the seventy-five degree (75°) column of the Ampacity Tables of the latest adopted edition of the National Electrical Code."

SECTION 13.

SECTION 4.2.220.– Conduit exposed to sunlight on rooftops is hereby amended to read as follows:

"Where conductors or cables are installed in conduits with a horizontal length exceeding six (6)

feet and exposed to direct sunlight on or above rooftops, the adjustments shown in Table 310.15(B)(3)(c) of the National Electrical Code shall be added to the outdoor temperature to determine the applicable ambient temperature for application of the correction factors in Table 310.15(B)(16) and Table 310.15(B)(18) of the National Electrical Code."

SECTION 14.

SECTION 4.2.240.– Listing of Signs. 2014 NEC Article 600.3 is hereby created to read as follows:

"Effective January 1, 2016. All fixed, mobile, or portable electric signs, section signs, outline lighting, and retrofit kits, regardless of voltage, shall be listed, provided with installation instructions, and installed in conformance with that listing, unless otherwise approved by special permission of the Code Official.

(A) Field-Installed Skeleton Tubing. Field-installed skeleton tubing shall not be required to be listed where installed in conformance with this Code.

(B) Outline Lighting. Outline lighting shall not be required to be listed as a system when it consists of listed luminaires wired in accordance with this Code and Chapter 3 of the 2014 National Electrical Code."

SECTION 15.

The originals of Sections 4.A.080, 4.1.020, 4.1.110, 4.2.010, 4.2.070, 4.2.125, 4.2.170, 4.2.175, 4.2.185, 4.2.190 and 4.2.220 are hereby repealed.

SECTION 16.

The Board of County Commissioners has approved the above changes on November 19, 2014.

SECTION 17.

This Ordinance shall be included in the Wichita-Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication of a summary of this Ordinance once in the official city paper, but no sooner than January 1, 2015.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon Dickgrafe, Interim Director of Law

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on _____, 2014; that the record of the final vote on its passage is found on page _____ of journal _____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on _____, 2014.

DATED: _____

_____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Adoption of the 2012 Uniform Plumbing Code (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading and authorize the necessary signatures

Background: The Uniform Plumbing Code (UPC), published by the International Association of Plumbing and Mechanical Officials, is revised and updated every three years in order to keep current with the changing industry equipment, technology, standards and practices. Within Article 3 of the Wichita-Sedgwick County Unified Building and Trade Code (UBTC), the Uniform Plumbing Code 2006 Edition, along with local amendments, was adopted by the City Council and the Board of Commissioners of Sedgwick County as the plumbing code within the jurisdiction of the Metropolitan Area Building and Construction Department (MABCD). Subsequently, the publisher of the Uniform Plumbing Code released its 2009 and 2012 editions of the code. MABCD staff and members of MABCD's Board of Appeals of Plumbers and Gas Fitters (Plumbing Board) reviewed the Uniform Plumbing Code, 2012 Edition, and participated in extensive discussions during meetings of the Plumbing Board. The Plumbing Board then voted and unanimously approved the adoption of the Uniform Plumbing Code 2012 Edition, along with the changes to the UBTC that are included within the ordinance that is before the City Council.

Analysis: Adoption of the 2012 Edition of the Uniform Plumbing Code would prove beneficial to the industry and the Wichita-Sedgwick County MABCD jurisdiction as it represents the most current approaches in the plumbing field. The UPC is updated every three years, and is designed to provide consumers with safe and sanitary plumbing systems while allowing latitude for innovation and new technologies. Adoption of this newer version would remove obsolete technology and practices in effort to provide relevant and safer approaches that would significantly benefit all parties involved. The Board of Commissioners of Sedgwick County approved the adoption of the 2012 Edition of the UPC, along with local amendments, at its November 19, 2014 meeting.

The major changes are summarized below:

Section 18; 3.1.205 (UBTC) Will be changed to require that CSST shall be coated in an electrically conductive jacket that is compliant with the listing standard of ANSI LC-1/CSA 6.26-2014. Yellow jacketed CSST will no longer be approved on new installations.

Section 20; 3.1.213 (UBTC) Exception: Eliminates the bonding requirement for CSST if the CSST is compliant with the listing standard of ANSI LC–1/CSA6.26 – 2014, and the manufacturer's installation instructions for the specific product states that additional bonding is not required.

Section 19; 3.1.219 (UBTC) Will require all underground LPG service lines to be installed with a swing joint located at the structure being served.

403.3.1 (UPC) Will allow “Nonwater Urinals” to be approved with provisions. Requires a water line to be roughed-in at the location to allow for the installation of an approved backflow prevention device in the event of a retrofit.

410.3 (UPC) Limits the hot water discharging from a bidet to 110 °F.

601.1 (UPC) Requires both hot and cold running water in occupancies.

604.9 Exception (UPC) Will require that plastic materials for building water supply piping outside underground to have a blue insulated copper tracer wire or other approved conductor installed adjacent to the piping.

710.1 (UPC) Will require any cleanouts for drains that pass through a backwater valve be clearly identified with a permanent label stating “backwater valve downstream”.

1210.2.4 (UPC) Requires that gas piping be supported with metal pipe hooks, metal pipe straps, metal bands, metal brackets, metal hangers, or building structural components.

1211.8 (UPC) Sediment traps will no longer be required at illuminating appliances, ranges, clothes dryers, decorative appliances for installation in vented fireplaces, gas fireplaces, and outdoor grills.

Financial Considerations: There is no financial impact.

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

Recommendations/Actions: It is recommended that the City Council place on first reading the ordinance amending Article 3 of the Unified Building and Trade Code (UBTC) with the adoption the 2012 Edition of the Uniform Plumbing Code and authorize the necessary signatures.

Attachments: Clean and delineated ordinances.

OCA #230100

First Published in The Wichita Eagle on _____

DELINEATED DATE

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 3.A.040, 3.1.010, 3.1.020, 3.1.050, 3.1.060, 3.1.070, 3.1.085, 3.1.090, 3.1.100, 3.1.110, 3.1.120, 3.1.130, 3.1.150, 3.1.180, 3.1.190, 3.1.200, AND 3.1.210; AND REPEALING THE ORIGINALS OF SECTIONS 3.A.040, 3.1.010, 3.1.020, 3.1.050, 3.1.060, 3.1.070, 3.1.085, 3.1.090, 3.1.100, 3.1.110, 3.1.120, 3.1.130, 3.1.150, 3.1.180, 3.1.190, 3.1.200, AND 3.1.210; ALSO CREATING SECTIONS 3.1.205., 3.1.213., 3.1.215., 3.1.216, 3.1.217, 3.1.218, 3.1.219. OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

SECTION 1.

***SECTION 3.A.040.* – Plumbing Inspector Qualifications; Appointment** *is hereby amended to read as follows:*

~~Within the jurisdiction of Sedgwick County, all commercial plumbing inspectors shall have had a minimum of five years of practical experience in this field as a Journeyman or Master, and hold a current plumbing certificate, or in lieu of such experience and certification, shall hold a current and valid plumbing inspector certificate issued by an approved testing agency as determined by the Director of the MABCD, and have two (2) years' experience in plumbing installations. Each inspector shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD.~~ "Within the jurisdiction of the ~~City of Wichita~~ MABCD, all commercial plumbing

inspectors shall have had a minimum of five (5) years of practical experience in this field as a Journeyman or Master and hold a current plumbing certificate and shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD. Upon satisfaction of the minimum qualifications for the appropriate jurisdiction, the Director of the MABCD shall have the discretion to appoint the employees as a combination inspector."

SECTION 2.

***SECTION 3.1.010.* – Uniform Plumbing Code** *is hereby amended to read as follows:* "The Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials (IAPMO), ~~2006~~ 2012 Edition, including the Appendixes and Installation Standards thereto and including the Uniform Plumbing Code's latest edition of Table 1401-1, excluding Sections 102.1, 102.2, 102.3, 102.3.1,Table No. 103.4: Plumbing Permit Fees, 422, Part II of Chapter 7: Building Sewers, Sections 609.4, 1014.0, 1015.0, 1210.1.5 Appendix F, Appendix ~~K~~ H, ~~Appendix L 6.0, Appendix L 7.0~~, and except for amendments set forth in this section, is by reference incorporated herein and made a part of this Code as though set forth at length herein, and is hereby adopted as the Wichita-Sedgwick County Unified Building and Trade Code, Article 3, Uniform Plumbing Code. In lieu of Appendix ~~K~~ H, within the jurisdiction of the unincorporated area of Sedgwick County, and adopting second and third class cities, Chapter 23 of the Sedgwick County Code, entitled Sewers and Sewage Disposal, shall apply. In lieu of Appendix ~~K~~ H, within the jurisdiction of the City of Wichita, Title 16 of the Code of the City of Wichita, entitled Sewers, Sewage Disposal and Drains shall apply."

SECTION 3.

***SECTION 3.1.020.* – Section 101.1 of the ~~2006~~ 2012 Uniform Plumbing Code.** "Section 101.1 of the ~~2006~~ 2012 Uniform Plumbing Code shall be amended to read as follows: These regulations shall be known as the Unified Plumbing Code, and will be referred to herein

as “this Code”.”

SECTION 4.

***SECTION 3.1.050.* – SLEEVES** *is hereby amended to read as follows:*

“Section ~~313.10.1~~ 312.10 of the Uniform Plumbing Code is amended to read as follows: Sleeves shall be provided to protect all piping through concrete and masonry walls, ~~and~~ or concrete floors. **Exceptions:** (1) Sleeves shall not be required where openings are drilled or bored; and (2) sleeves shall not be required for DWV pipes going through concrete basement floors or slab on grade.”

SECTION 5.

SECTION 3.1.060.– Test Gauges *is hereby amended to read as follows:*

“~~Section 316.1.6 of the Uniform Plumbing Code is amended to read as follows: Plastic pipe and fittings designed to be joined by solvent cementing shall comply with appropriate IAPMO Installation Standards. ABS pipe and fittings shall be cleaned and then joined with solvent cement(s). CPVC pipe and fittings shall be cleaned and then joined with listed primer(s) and solvent cement(s).~~ **Exception:** ~~Listed solvent cements that do not require the use of primer shall be permitted for use with CPVC pipe and fittings, manufactured in accordance with Table 14-1, ½ inch through 2 inches in diameter. PVC pipe and fittings must be cleaned and joined with primer(s) and solvent cement(s). Non-pressure PVC pipe and fittings may be joined without primer by using a medium body, one step cement that must be listed by the cement manufacturer for use without primer and so stated on the label. A solvent cement transition joint between ABS and PVC building drain or building sewer shall be made using listed transition solvent cement.”~~

“Section ~~319.0~~ 318.0 of the Uniform Plumbing Code is amended to read as follows: In performing the prescribed piping tests as required elsewhere in this Code, a spring type gauge

may be used provided the required maximum capacity of the gauge used for the ten (10) psi, for fifteen (15) minutes test, be thirty (30) psi and the required maximum capacity of the spring type gauge used for the sixty (60) psi, for thirty (30) minutes test, be one hundred (100) psi."

SECTION 6.

SECTION 3.1.070. – ~~**TEST GAUGES**~~ **Drainage Connection** *is hereby amended to read as follows:*

~~"Section 319.0 of the Uniform Plumbing Code is amended to read as follows: In performing the prescribed piping tests as required elsewhere in this Code, a spring-type gauge may be used provided the required maximum capacity of the gauge used for the ten (10) psi, for fifteen (15) minutes test, be thirty (30) psi and the required maximum capacity of the spring type gauge used for the sixty (60) psi, for thirty (30) minutes test, be one hundred (100) psi~~.

"Section 414.3 of the Uniform Plumbing Code is amended to read as follows: Commercial dishwashing machines shall discharge indirectly through an air gap or direct connection in accordance with section 704.3 with floor drain protection."

SECTION 7.

SECTION 3.1.075. – ~~Table 4-1~~ **Minimum Plumbing Fixtures** *is hereby amended to read as follows:* : ~~Table 4-1 of the Uniform Plumbing Code~~

~~**TABLE 4-1 – MINIMUM NUMBER OF REQUIRED PLUMBING Fixtures**~~

~~No.~~	~~CLASSIFI-CATION~~	~~OCCU-PANCY~~	~~DESCRIPTION~~	~~WATER CLOSETS~~ ~~MALE[e]~~	~~WATER CLOSETS~~ ~~FEMALE~~	~~LAVATORIES~~ ~~MALE~~ ~~FEMALE~~	~~BATHTUBS / SHOWERS~~	~~DRINKING FOUNTAINS[f, g]~~	~~OTHER~~
~~1~~	~~Assembly~~	~~A-1[d]~~	~~Theaters and other buildings for the performing arts and motion pictures~~	~~1 per 125~~	~~1 per 65~~	~~1 per 200~~	~~——~~	~~1 per 500~~	
		~~A-2[d]~~	~~Nightclubs, bars, taverns, dance halls and buildings for similar purposes~~	~~1 per 40~~	~~1 per 40~~	~~1 per 75~~	~~——~~	~~1 per 500~~	~~1 service sink~~

			~~Restaurants, banquet halls and food courts~~	~~1 per 75~~	~~1 per 75~~	~~1 per 200~~		~~——~~	~~1 per 200~~	~~1 service sink~~
~~1~~	~~Assembly~~	~~A-3[d, h]~~	~~Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, libraries, arcades and gymnasiums~~	~~1 per 125~~	~~1 per 65~~	~~1 per 200~~		~~——~~	~~1 per 500~~	
			~~Passenger terminals and transportation facilities~~	~~1 per 500~~	~~1 per 500~~	~~1 per 750~~		~~——~~	~~1 per 1,000~~	
			~~Places of worship and other religious services~~	~~1 per 150~~	~~1 per 75~~	~~1 per 200~~		~~——~~	~~1 per 1,000~~	
		~~A-4~~	~~Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities~~	~~1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500~~	~~1 per 40 for the first 1,500 and 1 per 60 for the remainder exceeding 1,500~~	~~1 per 200~~	~~1 per 150~~	~~——~~	~~1 per 1,000~~	
		~~A-5~~	~~Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities~~	~~1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500~~	~~1 per 40 for the first 1,500 and 1 per 60 for the remainder exceeding 1,500~~	~~1 per 200~~	~~1 per 150~~	~~——~~	~~1 per 1,000~~	
~~2~~	~~Business~~	~~B[h]~~	~~Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses~~	~~1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50~~		~~1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80~~		~~——~~	~~1 per 100~~	
~~3~~	~~Educational~~	~~E[h]~~	~~Educational facilities~~	~~1 per 50~~		~~1 per 50~~		~~——~~	~~1 per 100~~	
~~No.~~	~~CLASSIFI-CATION~~	~~OCCU-PANCY~~	~~DESCRIPTION~~	~~WATER CLOSETS MALE[e]—FEMALE~~		~~LAVATORIES MALE—FEMALE~~		~~BATHTUBS /SHOWERS~~	~~DRINKING FOUNTAINS[f, g]~~	~~OTHER~~

~~4~~	~~Factory and industrial~~	~~F-1[b] and F-2[b]~~	~~Structures in which occupants are engaged in work fabricating, assembly or processing of products or materials~~	~~1 per 100~~	~~1 per 100~~		~~1 per 400~~	
~~5~~	~~Institutional~~	~~I-1~~	~~Residential care~~	~~1 per 10~~	~~1 per 10~~	~~1 per 8~~	~~1 per 100~~	
		~~I-2~~	~~Hospitals, ambulatory nursing home patients[b]~~	~~1 per room[c]~~	~~1 per room[c]~~	~~1 per 15~~	~~1 per 100~~	
			~~Employees, other than residential care[b]~~	~~1 per 25~~	~~1 per 35~~	~~———~~	~~1 per 100~~	~~———~~
			~~Visitors, other than residential care~~	~~1 per 75~~	~~1 per 100~~	~~———~~	~~1 per 500~~	~~———~~
		~~I-3~~	~~Prisons[b]~~	~~1 per cell~~	~~1 per cell~~	~~1 per 15~~	~~1 per 100~~	
		~~I-3~~	~~Reformatories, detention centers and correctional centers[b]~~	~~1 per 15~~	~~1 per 15~~	~~1 per 15~~	~~1 per 100~~	
		~~I-4~~	~~Adult day care and child care~~	~~1 per 15~~	~~1 per 15~~	~~———~~	~~1 per 100~~	
~~6~~	~~Mercantile (see Section 2902.2, 2902.4, 2902.4.1 and 2902.4.2)~~	~~M~~	~~Retail stores, service stations, shops, salesrooms, markets and shopping centers~~	~~1 per 500~~	~~1 per 750~~	~~———~~	~~1 per 1,000~~	
~~7~~	~~Residential~~	~~R-1~~	~~Hotels, motels, boarding houses (transient)~~	~~1 per sleeping unit~~	~~1 per sleeping unit~~	~~1 per sleeping unit~~	~~———~~	
		~~R-2~~	~~Dormitories, fraternities, sororities and boarding house (not transient)~~	~~1 per 10~~	~~1 per 10~~	~~1 per 8~~	~~1 per 100~~	
		~~R-2~~	~~Apartment house~~	~~1 per dwelling unit~~	~~1 per dwelling unit~~	~~1 per dwelling unit~~	~~———~~	~~1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per 20 dwelling units~~

~~No.~~	~~CLASSIFI-CATION~~	~~OCCU-PANCY~~	~~DESCRIPTION~~	~~WATER CLOSETS~~ ~~MALE[e] FEMALE~~	~~LAVATORIES~~ ~~MALE FEMALE~~	~~BATHTUBS/SHOWERS~~	~~DRINKING FOUNTAINS[f, g]~~	~~OTHER~~
~~7~~	~~Residential~~	~~R-3~~	~~One- and two-family dwellings~~	~~1 per dwelling unit~~	~~1 per dwelling unit~~	~~1 per dwelling unit~~	~~——~~	~~1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per 20 dwelling units~~
		~~R-4~~	~~Residential care/assisted living facilities~~	~~1 per 10~~	~~1 per 10~~	~~1 per 8~~	~~1 per 100~~	
~~8~~	~~Storage~~	~~S-1[h]~~ ~~S-2[h]~~	~~Structures for the storage of goods, warehouses, storehouses and freight depots, low and moderate hazard~~	~~1 per 100~~	~~1 per 100~~		~~1 per 1,000~~	

~~a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by this code.~~

~~b. Toilet facilities for employees shall be separate from facilities for inmates or patients.~~

~~c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient rooms shall be permitted where such room is provided with direct access from each patient room and with provisions for privacy.~~

~~d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.~~

~~e. Where urinals are provided, one water closet less than the number specified may be provided for each urinal installed, except the number of water closets in such cases shall not be reduced to less than one half of the minimum specified.~~

~~f. Where the design occupant load is less than the following use groups capacity, drinking fountains shall not be required:~~

~~Mercantile: 250~~
~~Factory and Industrial/Storage: 100~~
~~All others: 50~~

~~Where water is served in restaurants or where bottled water coolers are provided in other occupancies, drinking fountains shall not be required.~~

~~g. Drinking fountains shall not be installed in public restrooms.~~

~~h. Fixtures located in adjacent buildings under the ownership or control of the church, business, educational, factory/industrial, mercantile, or storage occupancy shall be made available during period the church, business, educational, factory/industrial, mercantile, or storage occupancy is occupied. The fixtures shall be located within 500 ft. of the building.~~

"Minimum Number of Plumbing Fixtures shall be in accordance with MABCD'S current adopted version of the International Building Code - (Table 29.02.1) and all amendments thereto as adopted into the Wichita – Sedgwick County Unified Building and Trade Code."

SECTION 8.

SECTION 3.1.080. – **Backflow Prevention Devices, Assemblies, and Methods** *is hereby amended to read as follows:*

"Section 603.3 is amended to read as follows: Note: water meters mentioned in 603.3.8, 603.3.9, and table 603.2 shall be isolatable."

SECTION 9.

SECTION 3.1.090. **– Protection from Lawn Sprinklers and Irrigation Systems** *is hereby amended to read as follows:*

"Section ~~603.4.6.1~~ 603.5.6 of the Uniform Plumbing Code is amended to read as follows: Potable water supplies to systems having no pumps or connections for pumping equipment, and no chemical injection or provisions for chemical injection, shall be protected from backflow by one of the following devices: (1) Pressure vacuum breaker, (2) Spill-resistant vacuum breaker, or (3) Reduced-pressure backflow preventer."

SECTION 10.

SECTION 3.1.100. **– Backflow Device Downstream from a Potable Water Supply Pump** *is hereby amended to read as follows:*

"Section ~~603.4.6.3~~ 603.5.6.2 of the Uniform Plumbing Code is amended to read as follows: Where systems have a device installed downstream of a potable water supply pump or a potable water supply pump connection, the device shall be one of the following: (1) Pressure vacuum breaker, (2) Spill-resistant vacuum breaker, or (3) Reduced-pressure backflow preventer."

SECTION 11.

***SECTION 3.1.110.* - Protection from Fire Systems** *is hereby amended to read as follows:*

"Section ~~603.4.16.3~~ 603.5.15.2 of the Uniform Plumbing Code is amended to read as follows: Where contaminant chemicals (ethylene glycol, corrosion inhibitors, or other chemicals) are added to a fire protection system supplied from a potable water supply, the potable water system shall be protected by one of the following: (1) Reduced pressure backflow preventer, or (2) Reduced pressure detector assembly. Fire protection systems using low hazard materials must be protected with appropriate protection and clearly labeled per NFPA requirements with MSDS documentation. Devices approved for low hazard potable water system protection include the following: (1) Double check backflow preventer, and (2) Double check detector assembly."

SECTION 12.

***SECTION 3.1.120.* - Excessive Water Pressure** *is hereby amended to read as follows:*

"Section 608.2 of the Uniform Plumbing Code is amended to read as follows: Where static water pressure in the water supply piping is in excess of one hundred (100) pounds per square inch (689kPa), an approved type pressure regulator preceded by an adequate strainer shall be installed and the static pressure reduced to one hundred (100) pounds per square inch (689kPa) or less. Such regulator(s) shall control the pressure to all water outlets in the building unless otherwise approved by the administrative authority. Each such regulator and strainer shall be accessibly located aboveground or in a vault equipped with a properly sized and sloped bore-sighted drain to daylight, shall be protected from freezing, and shall have the strainer readily accessible for cleaning without removing the regulator or strainer body or disconnecting the supply piping. All pipe size determinations shall be based on eighty percent (80%) of the reduced pressure when using Table 610.4."

SECTION 13.

***SECTION 3.1.130.* - Installation** *is hereby amended to read as follows:*

"Section 609.1 of the Uniform Plumbing Code is amended to read as follows: All water piping shall be adequately supported in accordance with Section 313.0 Table 313.1, and to the satisfaction of the administrative authority. Burred ends shall be reamed to the full bore of the pipe. Changes in direction shall be made by the appropriate use of the fittings, except that changes in direction in copper tubing may be made with bends having a radius of not less than six (6) diameters of the tubing, providing that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's installation instructions. Provisions shall be made for expansion in hot water piping. The depth of a water service line shall be at least thirty-six (36) inches below finished grade. Such service shall be not less than five (5) feet from any tree on public property. The water service pipe shall be laid in a ditch separate from other underground pipes or conduits. There shall be not less than eighteen (18) inches of solid undisturbed earth between water service pipes and other underground pipes and conduits. All piping, equipment appurtenances and devices shall be installed in a workmanlike manner in conformity with the provisions and intent of this Code."

SECTION 14.

***SECTION 3.1.150.* – ~~Battery Drainage System~~ Solvent Welding** is *hereby amended to read as follows:*

~~Section 703.3 of the Uniform Plumbing Code is amended to read as follows: A horizontal branch, soil or waste pipe, to which two (2) or more water closets (except blowout type), pedestal urinals, shower stalls or floor drains are connected in a battery, may be vented by a circuit loop vent. When lavatories or similar fixtures discharge above such branches, each vertical branch shall be provided with a continuous vent which may be connected to the circuit or loop of the battery. The circuit or loop vent of a battery drainage system shall be installed vertically in front of the last upstream fixture. In addition, lower floor branches serving more than three water closets shall be provided with a relief vent taken vertically in front of the~~

~~first fixture connection. No more than eight (8) water closets may be connected to a battery drainage system. The fixture unit value for all fixtures shall be as listed in Tables 7-3 and 7-4 of the Uniform Plumbing Code. The horizontal branch for its full length to the furthest fixture shall be uniformly sized as listed in Table 7-5 of the Uniform Plumbing Code, based on the total number of fixtures. The vent battery drainage system shall be sized for a fixture unit demand of the battery system according to Table 7-5 of the Uniform Plumbing Code based on the total number of fixtures. The relief vent may be wet vented with a fixture drained vertically in the battery drainage system. Such vent shall be the same size as the circuit vent it intersects. All vents rise vertically to six (6) inches (152.4 mm) above the flood level of the highest fixture on the system.~~

"Section ~~316.1.6~~ 705.7.2 of the Uniform Plumbing Code is amended to read as follows: Plastic pipe and fittings designed to be joined by solvent cementing shall comply with appropriate IAPMO Installation Standards. ABS pipe and fittings shall be cleaned and then joined with solvent cement(s). PVC pipe and fittings must be cleaned and joined with primer(s) and solvent cement(s). Non-pressure PVC pipe and fittings may be joined without primer by using a medium body, one step cement that must be listed by the cement manufacturer for use without primer and so stated on the label."

SECTION 15.

***SECTION 3.1.180.* – Wet Venting** is *hereby amended to read as follows:*

"Section 908.0 of the Uniform Plumbing Code is amended to read as follows: Groups of fixtures on the same floor may be wet or stack vented; provided that the maximum distance from the vent intersection with the waste or soil pipe to the dip of the trap shall be in accordance with Table ~~10-1~~ 1002.2.

A fixture may be wet vented when not more than one fixture unit wastes into a one and one-half (1 ½) inch diameter wet vent. Not more than four (4) fixture units shall waste into a two (2) inch diameter (excluding urinals) or nine (9) fixture units into three (3) inch or larger diameter wet vent. Excepting floor drains, no fixtures shall waste into such stack below the closet fixture opening without a proper revent. The limit of a horizontal wet vent shall be ten (10) feet developed length."

SECTION 16.

***SECTION 3.1.190.* – Table ~~10-1~~ <u>1002.2</u>** is *hereby amended to read as follows:*

"Table ~~10-1~~ <u>1002.2</u> of the Uniform Plumbing Code is amended to read as follows:

TABLE ~~10-1~~ <u>1002.2</u>

Horizontal Distance of Trap Arms
(Except for water closets and similar fixtures)*
slope one fourth (1/4) inch per foot

Trap Arm	Distance Trap to Vent	
Inches	Feet	Inches
1 ¼	2	6
1 ½	3	6
2	6	0
3	6	0
4 and larger	10	0

Provided that the distance for floor drains shall be within fifteen (15) feet of a ventilated line and the distance for bathtubs with one and one-half (1 ½) inch waste shall be within five (5) feet of a vent.

For trap arms three (3) inches in diameter and larger, the change of direction shall not exceed one hundred and thirty-five (135) degrees without the use of a cleanout.

*The developed length between the trap of a water closet or similar fixture (measured from the top of the closet ring (flange) to inner edge of vent) and its vent shall not exceed six (6) feet."

SECTION 17.

***SECTION 3.1.200.* – Rough Piping Inspections** is *hereby amended to read as follows:*

"Section ~~1204.3.1~~ 1203.3.1 of the Uniform Plumbing Code is amended to read as follows: This inspection shall be made after all gas piping authorized by the permit has been installed, and

before any such piping has been covered or concealed, or any fixture or appliance has been attached thereto. This inspection shall include a determination that the gas piping size, material and installation meet the requirements of this Code.

When installing any gas opening for a future gas burning appliance in residential gas piping systems, it shall be sized and located according to the following requirements:

1. The future appliance shall be assigned a minimum fifty-five thousand (55,000) BTU value for sizing the gas distribution piping system;

2. For future solid fuel burning fireplaces, the gas opening shall be run to within four (4) feet of the fire box and be controlled by an accessible approved shut-off valve outside the hearth and be properly capped or plugged;

3. For future gas fired appliances, the gas opening shall be run to within three (3) feet of the appliance and be controlled by a readily accessible approved shut-off valve outside the hearth and be properly capped or plugged;

4. The approved required shut-off valve shall be outside of each appliance or fireplace and ahead of the union connection and in addition to any valve on the appliance;

5. When creating a new opening all gas piping must be tested; and

6. When extending an existing gas opening, only that branch must be tested. When making a gas opening at the meter loop, only that branch must be tested.

Exception: When approved by the administrative authority, above procedures may be waived and a soap test administered."

SECTION 18.

***SECTION 3.1.205.* – Corrugated Stainless Steel** is *hereby amended to read as follows:*

"Section 1208.5.3.4 of the Uniform Plumbing Code is amended to read as follows: Corrugated stainless steel tubing shall be tested and listed in accordance with the construction, installation, and performance requirements of CSA LC – 1. [NFPA 54:5.6.3.4]. In addition, corrugated stainless steel tubing shall be coated with an electrically conductive jacket compliant with the listing standard of ANSI LC–1/CSA 6.26 – 2014."

SECTION 19.

***SECTION 3.1.210.* – Gas Piping Above Ground and Above Roofs** is *hereby amended to read as follows:*

"Section ~~1211.2.1~~ 1210.2 of the Uniform Plumbing Code, is amended to read as follows: (note: subsections 1210.2.1, 1210.2.2, 1210.2.2.1, 1210.2.3, 1210.2.4, 1210.2.4.1, 1210.2.4.2, 1210.2.5 are not affected by this amendment) All piping installed outdoors shall be elevated not less than three and one half (3½) inches above grade and enter or exit the structure above the finish grade. Where installed across roof surfaces, the piping shall be elevated not less than three and one-half (3½) inches above the roof surface. Piping installed above ground, outdoors, and installed across the surface of roofs shall be securely supported and located where it will be protected from physical damage. Where passing through an outside wall, the piping shall also be protected against corrosion by coating or wrapping with an inert material approved for such applications. Where piping is encased in a protective pipe sleeve the annular space between the gas piping and the sleeve shall be sealed at the wall to prevent the entry of water, insects, or rodents. [NFPA 54: 6.2.1]"

SECTION 20.

***SECTION 3.1.213* – Bonding of CSST Gas Piping is** *hereby created to read as follows:* "Section 1210.15.2 of the Uniform Plumbing Code, is created to read as follows: CSST gas piping systems shall be bonded to the electrical service grounding electrode system. The bonding jumper shall connect to a metallic pipe or fitting between the point of delivery and the first downstream CSST fitting. The bonding jumper shall be not smaller than 6 AWG copper wire or equivalent. Gas piping systems that contain one or more segments of CSST shall be bonded in accordance with this section. [NFPA 54 – 12:7.13.2]. Exception: This bonding requirement may be eliminated if the CSST is compliant with the listing standard of ANSI LC–1/CSA6.26 – 2014,

and the manufacturer's installation instructions for the specific product states that additional bonding is not required."

SECTION 21.

***SECTION 3.1.215.* – Installation - LPG is** *hereby created to read as follows:* "Section 1212.2 of the Uniform Plumbing Code, is created to read as follows: In areas where natural gas is available for use as a fuel gas, it shall be used as the primary source for fuel gas for R-1, R-2, R-3, and R-4 type occupancy."

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Exception: Equipment burning liquefied petroleum gas (LPG) that is equipped with an automatically controlled gas valve may be installed below grade of a R-1, R-2, R-3, or R-4 type occupancy, provided that each area where said appliance(s) are located is equipped with a listed, labeled and approved liquefied petroleum gas detection alarm. Detectors shall sound an alarm audible in all areas of the structure and be installed per manufacturers installation instructions."

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SECTION 25.

***SECTION 3.1.219.* – Swing Joint - LPG** is *hereby created to read as follows:* "Section 1201.2.5 of the Uniform Plumbing Code, is created to read as follows: All metallic LPG underground service lines shall be installed with a swing joint located at the structure being served. A "swing joint" means a joint in a threaded pipeline which permits motion in the line in a plane normal to the direction of one part of the line."

SECTION 26.

The originals of Sections 3.A.040, 3.1.010, 3.1.020, 3.1.050, 3.1.060, 3.1.070, 3.1.085, 3.1.090, 3.1.100, 3.1.110, 3.1.120, 3.1.130, 3.1.150, 3.1.180, 3.1.190, 3.1.200, and 3.1.210; are hereby repealed.

SECTION 27.

The Board of County Commissioners has approved the above changes on November 19, 2014.

SECTION 28.

This Ordinance shall be included in the Wichita-Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication of a summary of this Ordinance once in the official city paper, but no sooner than January 1, 2015.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2014.

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

Approved as to Form:

_____

Sharon L. Dickgrafe,
Interim Director of Law

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on _____, 2014; that the record of the final vote on its passage is found on page _____ of journal _____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on _____, 2014.

DATED: _____

_____
Karen Sublett, City Clerk

OCA #230100

First Published in The Wichita Eagle on January 2, 2015

ORDINANCE NO. 49-898

AN ORDINANCE AMENDING SECTIONS 3.A.040, 3.1.010, 3.1.020, 3.1.050, 3.1.060, 3.1.070, 3.1.085, 3.1.090, 3.1.100, 3.1.110, 3.1.120, 3.1.130, 3.1.150, 3.1.180, 3.1.190, 3.1.200, AND 3.1.210; AND REPEALING THE ORIGINALS OF SECTIONS 3.A.040, 3.1.010, 3.1.020, 3.1.050, 3.1.060, 3.1.070, 3.1.085, 3.1.090, 3.1.100, 3.1.110, 3.1.120, 3.1.130, 3.1.150, 3.1.180, 3.1.190, 3.1.200, AND 3.1.210; ALSO CREATING SECTIONS 3.1.215., 3.1.216, 3.1.217, 3.1.218, 3.1.219 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

SECTION 1.

***SECTION 3.A.040.* – Plumbing Inspector Qualifications; Appointment** is hereby amended to read as follows:

"Within the jurisdiction of the MABCD, all commercial plumbing inspectors shall have had a minimum of five (5) years of practical experience in this field as a Journeyman or Master Plumber and hold a current plumbing certificate and shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD. Upon satisfaction of the minimum qualifications for the appropriate jurisdiction, the Director of the MABCD shall have the discretion to appoint the employees as a combination inspector."

SECTION 2.

***SECTION 3.1.010.* – Uniform Plumbing Code** is hereby amended to read as follows:

"The Uniform Plumbing Code, published by the International Association of Plumbing and

Mechanical Officials (IAPMO), 2012 Edition, including the Appendixes and Installation Standards thereto and including the Uniform Plumbing Code's latest edition of Table 1401-1, excluding Sections 102.1, 102.2, 102.3, 102.3.1, Table No. 103.4: Plumbing Permit Fees, 422.1, 422.1.1,422.2, 422.3, 422.4, 422.4.1, 422.5, Part II of Chapter 7: Building Sewers, Sections 609.4, 807.4, 1014.0, 1015.0, 1210.1.5 Appendix F, Appendix H, Appendix L 6.0, Appendix L 7.0, and except for amendments set forth in this section, is by reference incorporated herein and made a part of this Code as though set forth at length herein, and is hereby adopted as the Wichita-Sedgwick County Unified Building and Trade Code, Article 3, Uniform Plumbing Code. In lieu of Appendix H, within the jurisdiction of the unincorporated area of Sedgwick County, and adopting second and third class cities, Chapter 23 of the Sedgwick County Code, entitled Sewers and Sewage Disposal, shall apply. In lieu of Appendix H, within the jurisdiction of the City of Wichita, Title 16 of the Code of the City of Wichita, entitled Sewers, Sewage Disposal and Drains shall apply."

SECTION 3.

***SECTION 3.1.020.* – Section 101.1 of the 2012 Uniform Plumbing Code.** "Section 101.1 of the 2012 Uniform Plumbing Code shall be amended to read as follows: These regulations shall be known as the Unified Plumbing Code, and will be referred to herein as "this Code"."

SECTION 4.

***SECTION 3.1.050.* – SLEEVES** is hereby amended to read as follows:

"Section 312.10 of the Uniform Plumbing Code is amended to read as follows: Sleeves shall be provided to protect all piping through concrete and masonry walls, or concrete floors. **Exceptions:** (1) Sleeves shall not be required where openings are drilled or bored; and (2) sleeves shall not be required for DWV pipes going through concrete basement floors or slab on

grade."

SECTION 5.

***SECTION 3.1.060.* – Test Gauges** is hereby amended to read as follows: "Section 318.0 of the Uniform Plumbing Code is amended to read as follows: In performing the prescribed piping tests as required elsewhere in this Code, a spring type gauge may be used provided the required maximum capacity of the gauge used for the ten (10) psi, for fifteen (15) minutes test, be thirty (30) psi and the required maximum capacity of the spring type gauge used for the sixty (60) psi, for thirty (30) minutes test, be one hundred (100) psi."

SECTION 6.

***SECTION 3.1.070.* – Drainage Connection** is hereby amended to read as follows:

"Section 414.3 of the Uniform Plumbing Code is amended to read as follows: Commercial dishwashing machines shall discharge indirectly through an air gap or direct connection in accordance with section 704.3 with floor drain protection."

SECTION 7.

***SECTION 3.1.075.* – Minimum Plumbing Fixtures** is hereby amended to read as follows:

"Section 422.0 of the Uniform Plumbing Code is amended to read as follows: Minimum Number of Plumbing Fixtures shall be in accordance with MABCD's current adopted version of the International Building Code - (Table 29.02.1) and all amendments thereto as adopted into the Wichita-Sedgwick County Unified Building and Trade Code."

SECTION 8.

***SECTION 3.1.080.* – Backflow Prevention Devices, Assemblies, and Methods** is hereby amended to read as follows:

"Section 603.3 is amended to read as follows: Note: water meters mentioned in 603.3.8, 603.3.9, and table 603.2 shall be isolatable."

SECTION 9.

***SECTION 3.1.090.* –Protection from Lawn Sprinklers and Irrigation Systems** is hereby amended to read as follows:

"Section 603.5.6 of the Uniform Plumbing Code is amended to read as follows: Potable water supplies to systems having no pumps or connections for pumping equipment, and no chemical injection or provisions for chemical injection, shall be protected from backflow by one of the following devices: (1) Pressure vacuum breaker, (2) Spill-resistant vacuum breaker, or (3) Reduced-pressure backflow preventer."

SECTION 10.

***SECTION 3.1.100.* – Backflow Device Downstream from a Potable Water Supply Pump** is hereby amended to read as follows:

"Section 603.5.6.2 of the Uniform Plumbing Code is amended to read as follows: Where systems have a device installed downstream of a potable water supply pump or a potable water supply pump connection, the device shall be one of the following: (1) Pressure vacuum breaker, (2) Spill-resistant vacuum breaker, or (3) Reduced-pressure backflow preventer."

SECTION 11.

***SECTION 3.1.110.* - Protection from Fire Systems** is hereby amended to read as follows:

"Section 603.5.15.2 of the Uniform Plumbing Code is amended to read as follows: Where contaminant chemicals (ethylene glycol, corrosion inhibitors, or other chemicals) are added to a fire protection system supplied from a potable water supply, the potable water system shall be protected by one of the following: (1) Reduced pressure backflow preventer, or (2) Reduced pressure detector assembly. Fire protection systems using low hazard materials must be protected with appropriate protection and clearly labeled per NFPA requirements with MSDS

documentation. Devices approved for low hazard potable water system protection include the following: (1) Double check backflow preventer, and (2) Double check detector assembly."

SECTION 12.

***SECTION 3.1.120.* - Excessive Water Pressure** is hereby amended to read as follows:

"Section 608.2 of the Uniform Plumbing Code is amended to read as follows: Where static water pressure in the water supply piping is in excess of one hundred (100) pounds per square inch (689kPa), an approved type pressure regulator preceded by an adequate strainer shall be installed and the static pressure reduced to one hundred (100) pounds per square inch (689kPa) or less. Such regulator(s) shall control the pressure to all water outlets in the building unless otherwise approved by the administrative authority. Each such regulator and strainer shall be accessibly located aboveground or in a vault equipped with a properly sized and sloped bore-sighted drain to daylight, shall be protected from freezing, and shall have the strainer readily accessible for cleaning without removing the regulator or strainer body or disconnecting the supply piping. All pipe size determinations shall be based on eighty percent (80%) of the reduced pressure when using Table 610.4."

SECTION 13.

***SECTION 3.1.130.* - Installation** is hereby amended to read as follows:

"Section 609.1 of the Uniform Plumbing Code is amended to read as follows: All water piping shall be adequately supported in accordance with Section 313.0 Table 313.1, and to the satisfaction of the administrative authority. Burred ends shall be reamed to the full bore of the pipe. Changes in direction shall be made by the appropriate use of the fittings, except that changes in direction in copper tubing may be made with bends having a radius of not less than six (6) diameters of the tubing, providing that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's installation instructions. Provisions shall be made for expansion in hot water piping. The depth of a water service line shall be at least thirty-six (36) inches below finished grade. Such service shall be not less than five (5) feet from any tree on public property. The water service pipe shall be laid in a ditch separate from other underground pipes or conduits. There shall be not less than eighteen (18) inches of solid undisturbed earth

between water service pipes and other underground pipes and conduits. All piping, equipment appurtenances and devices shall be installed in a workmanlike manner in conformity with the provisions and intent of this Code."

SECTION 14.

***SECTION 3.1.150.* – Solvent Welding** is hereby amended to read as follows:

"Section 705.7.2 of the Uniform Plumbing Code is amended to read as follows: Plastic pipe and fittings designed to be joined by solvent cementing shall comply with appropriate IAPMO Installation Standards. ABS pipe and fittings shall be cleaned and then joined with solvent cement(s). PVC pipe and fittings must be cleaned and joined with primer(s) and solvent cement(s). Non-pressure PVC pipe and fittings may be joined without primer by using a medium body, one step cement that must be listed by the cement manufacturer for use without primer and so stated on the label."

SECTION 15.

***SECTION 3.1.180.* – Wet Venting** is hereby amended to read as follows:

"Section 908.0 of the Uniform Plumbing Code is amended to read as follows: Groups of fixtures on the same floor may be wet or stack vented; provided that the maximum distance from the vent intersection with the waste or soil pipe to the dip of the trap shall be in accordance with Table 1002.2.

A fixture may be wet vented when not more than one fixture unit wastes into a one and one-half (1 ½) inch diameter wet vent. Not more than four (4) fixture units shall waste into a two (2) inch diameter (excluding urinals) or nine (9) fixture units into three (3) inch or larger diameter wet vent. Excepting floor drains, no fixtures shall waste into such stack below the closet fixture opening without a proper revent. The limit of a horizontal wet vent shall be ten (10) feet developed length."

SECTION 16.

***SECTION 3.1.190.* – Table 1002.2** is hereby amended to read as follows:

"Table 1002.2 of the Uniform Plumbing Code is amended to read as follows:

TABLE 1002.2

Horizontal Distance of Trap Arms
(Except for water closets and similar fixtures)*
slope one fourth (1/4) inch per foot

Trap Arm	Distance Trap to Vent	
Inches	Feet	Inches
1 ¼	2	6
1 ½	3	6
2	6	0
3	6	0
4 and larger	10	0

Provided that the distance for floor drains shall be within fifteen (15) feet of a ventilated line and the distance for bathtubs with one and one-half (1 ½) inch waste shall be within five (5) feet of a vent.

For trap arms three (3) inches in diameter and larger, the change of direction shall not exceed one hundred and thirty-five (135) degrees without the use of a cleanout.

*The developed length between the trap of a water closet or similar fixture (measured from the top of the closet ring (flange) to inner edge of vent) and its vent shall not exceed six (6) feet."

SECTION 17.

***SECTION 3.1.200.* – Rough Piping Inspections** is hereby amended to read as follows:

"Section 1203.3.1 of the Uniform Plumbing Code is amended to read as follows: This inspection shall be made after all gas piping authorized by the permit has been installed, and before any such piping has been covered or concealed, or any fixture or appliance has been attached thereto. This inspection shall include a determination that the gas piping size, material and installation meet the requirements of this Code.

When installing any gas opening for a future gas burning appliance in residential gas piping systems, it shall be sized and located according to the following requirements:

1. The future appliance shall be assigned a minimum fifty-five thousand (55,000) BTU value for sizing the gas distribution piping system;

2. For future solid fuel burning fireplaces, the gas opening shall be run to within four (4) feet of the fire box and be controlled by an accessible approved shut-off valve outside the hearth and be properly capped or plugged;

3. For future gas fired appliances, the gas opening shall be run to within three (3) feet of the appliance and be controlled by a readily accessible approved shut-off valve outside the hearth and be properly capped or plugged;

4. The approved required shut-off valve shall be outside of each appliance or fireplace and ahead of the union connection and in addition to any valve on the appliance;

5. When creating a new opening all gas piping must be tested; and

6. When extending an existing gas opening, only that branch must be tested. When making a gas opening at the meter loop, only that branch must be tested.

Exception: When approved by the administrative authority, above procedures may be waived and a soap test administered."

SECTION 18.

***SECTION 3.1.205.* – Corrugated Stainless Steel** is hereby amended to read as follows:

"Section 1208.5.3.4 of the Uniform Plumbing Code is amended to read as follows: Corrugated stainless steel tubing shall be tested and listed in accordance with the construction, installation, and performance requirements of CSA LC – 1. [NFPA 54:5.6.3.4]. In addition, corrugated stainless steel tubing shall be coated with an electrically conductive jacket compliant with the listing standard of ANSI LC–1/CSA 6.26 – 2014."

SECTION 19.

***SECTION 3.1.210.* – Gas Piping Above Ground and Above Roofs** is hereby amended to read as follows:

"Section 1210.2 of the Uniform Plumbing Code, is amended to read as follows: (note: subsections 1210.2.1, 1210.2.2, 1210.2.2.1, 1210.2.3, 1210.2.4, 1210.2.4.1, 1210.2.4.2, 1210.2.5 are not affected by this amendment) All piping installed outdoors shall be elevated not less than three and one half (3½) inches above grade and enter or exit the structure above the finish grade. Where installed across roof surfaces, the piping shall be elevated not less than three and one-half (3½) inches above the roof surface. Piping installed above ground, outdoors, and installed across the surface of roofs shall be securely supported and located where it will be protected from physical damage. Where passing through an outside wall, the piping shall also be protected against corrosion by coating or wrapping with an inert material approved for such applications. Where piping is encased in a protective pipe sleeve the annular space between the gas piping and the sleeve shall be sealed at the wall to prevent the entry of water, insects, or rodents. [NFPA 54: 6.2.1]"

SECTION 20.

***SECTION 3.1.213* – Bonding of CSST Gas Piping** is hereby created to read as follows: "Section 1210.15.2 of the Uniform Plumbing Code, is created to read as follows: CSST gas piping systems shall be bonded to the electrical service grounding electrode system. The bonding jumper shall connect to a metallic pipe or fitting between the point of delivery and the first downstream CSST fitting. The bonding jumper shall be not smaller than 6 AWG copper wire or equivalent. Gas piping systems that contain one or more segments of CSST shall be bonded in accordance with this section. [NFPA 54 – 12:7.13.2]. Exception: This bonding requirement may be eliminated if the CSST is compliant with the listing standard of ANSI LC–1/CSA6.26 – 2014, and the manufacturer's installation instructions for the specific product states that additional bonding is not required."

SECTION 21.

***SECTION 3.1.215.* – Installation - LPG** is hereby created to read as follows: "Section 1212.2 of the Uniform Plumbing Code, is created to read as follows: In areas where natural gas is available for use as a fuel gas, it shall be used as the primary source for fuel gas for R-1, R-2, R-3, and R-4 type occupancy."

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Exception: Equipment burning liquefied petroleum gas (LPG) that is equipped with an automatically controlled gas valve may be installed below grade of a R-1, R-2, R-3, or R-4 type occupancy, provided that each area where said appliance(s) are located is equipped with a listed, labeled and approved liquefied petroleum gas detection alarm. Detectors shall sound an alarm audible in all areas of the structure and be installed per manufacturers installation instructions."

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SECTION 27.

The Board of County Commissioners has approved the above changes on November 19, 2014.

SECTION 28.

This Ordinance shall be included in the Wichita-Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication of a summary of this Ordinance once in the official city paper, but no sooner than January 1, 2015.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____

Sharon L. Dickgrafe,
Interim Director of Law

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on _____, 2014; that the record of the final vote on its passage is found on page _____ of journal _____; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on _____, 2014.

DATED: _____

_____
Karen Sublett, City Clerk

Agenda Item No. IV-14

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Operating Partnership Agreements with Museum of World Treasures, Inc. (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the Operating Partnership and Lease Agreements with the Museum of World Treasures, Inc.

Background: On July 16, 2013, the City Council approved the addendum to the 2008 Cultural Arts Plan. A result of the addendum was the identification of the cultural institutions and the recommendation for the implementation of Operational Partnership Agreements between the City and the Cultural Arts organizations. A cultural institution as defined by the Cultural Arts Plan is an arts and cultural organization with operations and activities in a facility that is owned and/or operated by the City of Wichita.

In the fall of 2013, the City of Wichita began negotiations with the various cultural institutions. Due to the previous historical agreements between the City of Wichita and the various cultural institutions, it was imperative to retain and recognize the unique differences between the various agreements while trying to standardize the expectations for City owned and/or operated facilities. The Museum of World Treasures, Inc. has completed negotiations that define the City's expectations for the organization and identified anticipated funding amounts. In addition, as part of the negotiations with the Museum of World Treasures, Inc., a new lease agreement was deemed necessary to bring the rental amount paid by the facility in line with rent paid by similar facilities in the City.

Analysis: The purpose of having the Operational Partnership and Lease Agreements is to outline fiduciary and maintenance roles and responsibilities for both the organization and the City. These agreements have been negotiated individually to address the unique relationship the City has with this facility while outlining performance expectations and maintenance responsibilities.

Notable points in the agreements include:

- Identify major system maintenance items such as HVAC systems or other systems outlined by City staff during a joint inspection. Maintenance that is identified as the responsibility of the City will be completed at the City's discretion.
- Identify regular system maintenance for minor and routine maintenance the organizations will be responsible for performing.
- Agree that the organizations shall be responsible for payment of utility services.
- Identify performance measures that are to be reviewed and adjusted after completion and filing of an annual Operating Partnership Agreement Report that addresses the following:
    - Establish and annually review and report identified mission and core goals, which should be supportive of the goals set out in the City's Cultural Arts Plan;
    - Analyze and demonstrate how annual programming activities and functions are appropriate and supportive of the mission and core goals;
    - Maintain the vitality of the governing board by demonstrating how the board attendance

and participation requirements have been enforced, how adherence to established term limits have been met and how racial, geographical, and economic diversity have been sought; and
    - Demonstrate progress satisfactory to the City toward attainment of the agreed Performance Measures, which will be an attachment, identified as Exhibit C to the contract.
- Identify direct payment of funds that may be used by the organizations for operations.
- Prepare an evaluation and review of needs for capital improvements for the individual facilities.

Financial Consideration: The Operating Partnership Agreements identify the direct payment of funds from the General Fund that may be used for each of the organization's operations. Funding in the operating agreement will change annually based on the estimated change in the City's assessed valuation. This will provide the same approximate mill levy equivalent for each of the organizations each year of the agreement.

The new lease agreement with the facility identifies a rental amount of $1 per year that brings it in line with rent paid by similar facilities in the City. Prior rent for the facility was $60,000 per year.

Legal Consideration: The Operating Partnership and Lease Agreements have been reviewed approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Operating Partnership and Lease Agreements with the Museum of World Treasures, Inc.

Attachments: Operating Partnership Agreements
Exhibit A – Lease Agreements
Exhibit B - Operating Agreement Report forms
Exhibit C – Performance Measures

LEASE AGREEMENT

This Lease Agreement is made and entered into this _____ day of October, 2014.

BY AND BETWEEN

City of Wichita, Kansas,
a Kansas municipal corporation,
455 North Main Street
Wichita, Kansas 67202

"LESSOR,"

AND

The Museum of World Treasures, Inc.
a Kansas not-for-profit corporation
835 E. 1st Street
Wichita, Kansas 67202

"LESSEE."

WITNESSETH THAT:

WHEREAS, LESSOR is the owner of the following described real property, and in consideration of rents to be paid and the covenants to be observed as herein set forth, does hereby lease and rent to LESSEE, for the term and under the conditions herein set forth, the premises described as follows, to-wit:

> Lot 3, except the West 20 feet on Mosley Avenue, East Wichita Addition, Sedgwick County, Kansas together with the West 10 feet of vacated Mosley Avenue adjoining on the East

commonly referred to as being located at 835 E. 1st Street, Wichita, Sedgwick County, Kansas, consisting of a three story retail/commercial facility; and,

WHEREAS, the above named parties desire to enter into this Lease Agreement on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the premises and rent provided herein and the mutual covenants and agreements recited herein, the above named parties do hereby agree and shall be bound are as follows:

1. **TERM.** LESSOR hereby demises, lets and leases the above described real property together with the improvements thereon, to LESSEE for a term of twenty-five (25) years, commencing on the First (1st) day of January, 2014 terminating on the Thirty-first (31st) day of December, 2039.

2. **RENEWAL OPTIONS.** With prior approval of the LESSOR, this Lease Agreement may continue at LESSEE's option for three successive renewal terms of five (5) years each, to begin on the next day following completion of the preceding term. LESSEE must give notice of its intention to exercise said options by delivery of a written notice to the LESSOR not less than sixty (60) days prior to the end of the current lease term.

3. **RENT.** As part consideration for this Lease Agreement and as rent for the use of said premises the LESSEE agrees to pay unto LESSOR the sum of One Dollar and No Cents ($1.00) per year for each year of the term. Rent shall be payable without demand or notice in advance on the first business day of each calendar year of the initial term and any subsequent option term. All payments shall be made by check or money order and shall be made payable to the order of the City of Wichita, Kansas. All payments shall be mailed or hand delivered to the Office of Property Management, 13th Floor, City Hall, 455 North Main Street, Wichita, 67202 on or before each due date, until and unless such address is changed as LESSOR may specify from time to time by written notice delivered as stated hereinafter.

All installments not received by the LESSOR by the tenth (10th) calendar day of the month in which they are due shall be considered delinquent. Should LESSEE's account not be paid in full by said date, a late charge of $25.00 will be added to the outstanding balance, which shall accrue interest at 12% per annum until paid. The provision for such late charge and interest shall be in addition to all of the LESSOR's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting LESSOR's remedies in any manner.

4. **SECURITY DEPOSIT.** This section intentionally omitted.

5. **LIABILITY.** LESSEE acknowledges that LESSEE currently occupies and has examined the premises and accepts the space thereof, acknowledging that there is in and about said premises nothing apparently dangerous to life, limb, health, or property. LESSEE agrees to continue its possession of said premises in the current "as-is" condition. The parties agree that issues of property maintenance will be addressed through their separate Operating Partnership Agreement, as it may be amended.

LESSOR shall not be liable to LESSEE for any damage done to or loss of personal property or for damage or loss suffered by the business or occupation of LESSEE arising from any act or neglect of any co-tenants or other occupants of the building (there being none at this point), or of the employees of LESSEE or of the customer trade of LESSEE.

LESSEE agrees to indemnify LESSOR and hold LESSOR harmless from any loss, liability, damage, cost and expense (including expenses of investigation and defense) arising out of or resulting from any claim therefor occurring on or about the premises or arising in any way as a result of LESSEE's occupancy of the premises.

6. **TAXES -- REAL AND PERSONAL PROPERTY.** LESSEE shall be liable for all taxes levied against personal property, furniture, or fixtures placed by LESSEE in the demised premises. If any such taxes for which LESSEE is liable are levied or assessed against the LESSOR, or LESSOR's property, or if the assessed value of the LESSOR's property is increased by inclusion of such

personal property of the LESSEE, the LESSEE shall pay all such taxes within twenty (20) days from the date of a demand notice from the LESSOR. In addition, LESSEE shall be responsible for payment of all ad valorem taxes levied against the property. LESSEE shall pay all such taxes within twenty (20) days from the date of a demand notice from the LESSOR.

7. **WAIVER OF ANY BREACH.** Any waiver of any breach hereof or indulgence as to the payment of any installment of rent at any time, or from time to time, shall not be construed to be a waiver of any subsequent breach or imply any future indulgence.

8. **USE OF PREMISES.** The demised premises may be used and occupied only as a museum and related uses, to include event space rental, unless prior written permission for other use is obtained from LESSOR. Further, LESSEE shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said premises are hereby leased. LESSEE shall not commit, or suffer to be committed, any waste upon said premises and LESSEE further agrees not to connect with electric wires, water, gas or sewer pipes, or any apparatus, machinery or device without the consent of LESSOR.

LESSEE expressly recognizes that the premises are publicly owned and that the LESSOR desires that the premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the LESSEE will not use the premises for any partisan or political activity or for overt public activities that take a position on policy issues before the City and its agencies, provided that this provision shall not prevent the LESSEE from taking positions in newsletters, correspondence, internal meetings, etc. that otherwise are in accordance with the purposes of the organization.

LESSEE shall neither use nor occupy the demised premises for any unlawful, disreputable or ultra hazardous business purpose or activity nor operate or conduct its business in a manner constituting a nuisance of any kind. Upon notice or discovery, LESSEE agrees to immediately, take action and cease any activity or use in violation of this agreement.

9. **CONDUCT OF BUSINESS.** LESSEE will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other occupants, guests, neighbors, or LESSOR in the management of the building.

10. **LESSEE'S INDEMNIFICATION AND NON-LIABILITY OF LESSOR.** LESSOR shall not be liable to LESSEE or to LESSEE's employees, patrons, guests or visitors in or upon the leased premises for damage to person or property caused or claimed to have been caused by the negligence of LESSEE, the LESSEE's agents, employees, or invitees.

LESSEE agrees to save and hold the LESSOR harmless of and from any claim arising with respect to any portion of the premises herein exclusively leased to LESSEE.

LESSOR shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of LESSOR, or

for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to make repairs, or from any cause whatever except LESSOR's negligence.

11. **INSURANCE.** LESSEE agrees to carry commercial general liability insurance on the premises during the term hereof, covering both LESSOR and LESSEE, with companies reasonably acceptable to LESSOR with limits of not less than $500,000 applicable for all losses attributable to injury or death of any one person, property damage, and any other liability loss, including contractual liability coverage recognizing this Lease Agreement, and providing that LESSOR and LESSEE shall be given the same written notice by such insurance company prior to cancellation, termination or change in such insurance. LESSEE also agrees to carry insurance against fire and other such risks as are included in standard Extended Coverage Insurance, for the full insurable value, covering all of LESSEE's personal property located on or within the premises. LESSOR shall carry insurance for fire and extended coverage, vandalism, malicious mischief or other endorsements deemed advisable by LESSEE, insuring the leasehold improvements on the premises for the functional value thereof. LESSEE shall, upon request by LESSOR, provide LESSOR with copies of all policies or certificates evidencing that the insurance coverage with which it is charged is in full force and effect and stating the terms thereof.

12. **UTILITIES.** LESSEE agrees to pay for all utility installations and services supplied to said premises throughout the term of this Agreement and all exercised options. All such utility services shall be placed and maintained in LESSEE's name, and shall be its sole responsibility. LESSOR may, but is not required to, maintain and pay for some or all utility services in default of LESSOR’s payments, which shall become an obligation due and payable by LESSEE in full upon demand by LESSOR. In addition, LESSEE shall be liable to LESSOR on demand for an administrative charge equal to 12% of the utility payments made by LESSOR.

13. **LESSOR'S COVENANTS.** It is agreed by the parties hereto that it shall be the duty and obligation of the LESSOR herein:

a. To deliver the leased premises to the LESSEE, at commencement of the term of this Lease Agreement, in "as-is" condition.
b. To provide to LESSEE, contingent upon LESSEE's compliance with it covenants, duties and obligations herein, the right to the quiet and peaceful possession of said premises for the full term of this Lease Agreement.
c. To observe and comply with all provisions relating to property maintenance established by the parties’ Operating Partnership Agreement.

14. **LESSEE'S COVENANTS.** In consideration of the foregoing, the LESSEE hereby agrees:

a. To promptly pay the specified rents for the leased premises in the manner and at the times as herein provided to the LESSOR, its successors and assigns, or to its agent.
b. To keep the interior of the leased premises, including direct use plumbing fixtures, closets, pipes, and fixtures belonging thereto in good repair, neat, clean, safe, and sanitary during the term of this Lease Agreement, and to observe and comply with all

provisions relating to property maintenance established by the parties' Operating Partnership Agreement.

c. To insure that all required outside storage and refuse containers of the LESSEE are placed so that they do not block the alley or impede traffic flow.

d. To maintain and keep clear all floor drains and drain lines of all kinds in or upon the demised premises to their juncture of same with public sewer main.

e. To notify the LESSOR immediately of any major problem relative to the leased space, the building and/or the grounds.

15. **MUTUAL WAIVERS OF SUBROGATION.** Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any person(s), the leased premises, the building or the contents thereof which may be caused by fire, casualty, accident, or otherwise during the term of the Lease if, but only if, and only to the extent that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

16. **IMPROVEMENTS AND ALTERATIONS.** LESSEE shall make no material changes or alteration in said leased premises unless it shall first have obtained LESSOR'S written consent thereto.

All improvements which are not fixtures and which are not specifically identified as belonging to LESSOR shall remain the property of LESSEE. At the termination of this Agreement, the LESSEE shall have the option of removing all such fixtures and leasehold improvements belonging to it and restoring the premises to their original condition, less ordinary wear and tear; or with the consent of LESSOR may leave said fixtures and leasehold improvements in place. In the event that said fixtures and leasehold improvements are not removed within fifteen (15) days after the termination of this Lease Agreement, LESSOR shall have the option of taking title to all said fixtures and leasehold improvements, immediately, or to have all or any part of such fixtures and leasehold improvements removed at LESSEE's sole expense.

17. **LIENS - REGULATIONS.** LESSEE shall not, during the term of this Agreement, permit or suffer any lien or encumbrance to attach to the premises or any part thereof and shall indemnify and save harmless the LESSOR against the same. LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by the City of Wichita, Kansas, in respect to the operation and maintenance of the premises described herein. Further, LESSEE shall comply with all laws and ordinances of the State of Kansas and the City of Wichita, Kansas, which have been enacted by any state or local governing body.

18. **SIGNS AND AWNINGS.** No sign, notice, awning, advertisement, picture or other inscription of any kind shall be placed or put upon any portion of the premises, unless the written consent of LESSOR shall first have been obtained.

19. **INSPECTION AND ENTRY.** It shall be lawful for LESSOR, its agents and representatives, at any reasonable hours in the day to enter into or upon said demised premises for the purpose

of examining into the condition thereof, or to make such repairs and alteration as may be necessary for the safety and preservation of the said building, but without any obligation to make repairs, also to exhibit the said premises to let and to put upon said premises the usual for rent notice up to thirty (30) days preceding the expiration of the Lease, which said notice shall not be removed by said LESSEE, or for any other lawful purpose.

20. **OWNERSHIP REPRESENTATION.** Under no circumstances shall the LESSEE represent to any party that the LESSEE is the owner of the property covered by the Lease or the agent or trustee of the LESSOR. LESSEE understands and agrees that no authorization to act for, on or in behalf of the LESSOR is granted to the LESSEE.

21. **REMOVAL OF PROPERTY AND EQUIPMENT.** LESSEE shall have the right to remove from the leased premises at any time during the lease term any and all equipment placed therein and owned by LESSEE but not if the same are so permanently attached to the building that removal thereof will leave said building damaged or materially altered, and provided all rents are paid in full; and failing to do so, said improvements and/or equipment shall be and become the property of the LESSOR.

22. **NONDISCRIMINATION.** LESSEE agrees to comply with the requirements of City of Wichita Nondiscrimination and Equal Opportunity Statement, which is marked Exhibit "A" attached hereto and incorporated herein.

23. **ASSIGNMENT AND SUBLEASE.**

a. It is agreed that this Lease Agreement, or any interest therein, shall not be assigned by the LESSEE, nor the property sublet in whole or in part, without the prior written consent of LESSOR, nor shall this Lease Agreement, or any interest therein or thereunto be sold or assigned or passed by adjudication of LESSEE as a bankrupt or through bankruptcy proceedings. In the event the Lease is so assigned or the property sublet in whole or in part, the LESSEE is not relieved from any of its obligations and liabilities under this Lease Agreement, but rather, remains liable for performance under the Lease Agreement.

b. In the event the LESSEE rents or subleases the premises in whole or in part with the LESSOR'S consent as herein provided, and if any rents received by the LESSEE under any such sublease are in excess of the rent amount payable by the LESSEE under this Lease Agreement, or any additional consideration is paid to LESSEE by the assignee under any such assignment, then LESSOR hereby declares one half of such excess rents under any sublease or such additional consideration for an assignment to be due and payable by LESSEE to LESSOR as additional rent hereunder.

c. LESSOR shall have the right to transfer and assign, in whole or in part, any of its rights under this Lease Agreement, and in the building and property referred to herein; and, to the extent that such assignee assumes LESSOR'S obligations hereunder, LESSOR shall by virtue of such assignment be released for such obligations.

24. **RECEIPTS FROM ASSIGNEE OR SUBTENANT.** The receipt by the LESSOR of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this Lease Agreement contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as tenant or a release of the LESSEE from the further observance or performance by the LESSEE to be observed and performed. No provision of this Lease Agreement shall be deemed to have been waived by the LESSOR unless such waiver is in writing signed by the LESSOR.

25. **DESTRUCTION.** In the event of the destruction of the building containing said leased premises by fire, windstorm, or other cause, this Lease Agreement shall immediately terminate and cease unless LESSOR shall within ten (10) days thereafter notify LESSEE in writing of LESSOR'S desire to continue said Lease, in which event said LESSOR shall be obligated to restore said building in due and reasonable time to substantially its former condition except as to any property owned by LESSEE therein, and in that event the rent shall be abated until said leased premises are restored to condition for occupancy. Slight or partial damage by fire, windstorm, or other cause, which does not render the building substantially unfit for use and occupancy shall not affect the terms of this Lease Agreement.

26. **EVENT OF CASUALTY.** In the event the improvements on the premises shall be damaged or destroyed by an casualty as to become untenable, then LESSOR may, if LESSOR so elects, give notice in writing terminating this Lease Agreement upon proper notice.

27. **EVENTS OF DEFAULT.** The following shall be considered, for all purposes, to be defaults under and breaches of this Lease Agreement by LESSEE:

a. Any failure of LESSEE to pay any rent installment hereby reserved and such failure shall continue for a period of twenty (20) days from the date such rent is due.
b. Failure of LESSEE to perform or observe any of the terms, provisions, conditions and covenants of this Lease Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to LESSEE.
c. LESSEE shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a receiver or trustee of all or a substantial portion of the LESSEE's property, or LESSEE makes an assignment for the benefit of creditors.
d. If LESSEE abandons or vacates any substantial portion of the demised premises for a period of ten (10) days or more, or this Lease Agreement or LESSEE's interest herein.
e. The premises come into the hands of any person other than is expressly permitted under this Agreement.

28. **TERMINATION.** This Agreement shall terminate without any further required notice upon occurrence of any of the following:

a. The expiration of the lease term or any extension thereof.

b. Any default or breach of any covenants and provisions of the Lease Agreement by the LESSEE and failure to cure such breach by LESSEE after notice periods identified hereinbefore in Section 27. In which case the LESSOR shall be entitled to possession of the leased premises, and LESSOR may distrain for rent due and damages and recover possession of said leased premises as provided by law.

c. Upon sixty (60) days after declaration by the LESSOR that the premises is needed for public purpose.

29. **ENFORCEABILITY.** No waiver by LESSOR or LESSEE of any breach of any term, covenant or condition hereof shall be deemed to be a waiver of the same, or subsequent breach of the same, or any other term, covenant or condition. The acceptance of rent by LESSOR shall not be deemed a waiver of any earlier breach by LESSEE of any term, covenant, or condition hereof, regardless of LESSOR'S knowledge of such breach, when such rent is accepted, unless LESSOR specifically agrees thereto. No covenant, term or condition of this Lease Agreement shall be deemed waived by LESSOR, or LESSEE, unless waived in writing.

30. **BINDING ON PARTIES.** Subject to the limitations provided hereinbefore hereof, this Lease Agreement shall be, jointly and severally, binding on the parties hereto, their respective heirs, devices, successors and assigns.

31. **NOTICE.** All LESSEE correspondence, notices and demands to LESSOR must given in writing to:

Office of Property Management
Attention: John C. Philbrick
City Hall - 13th Floor
455 North Main Street
Wichita, Kansas 67202

All LESSOR correspondence, notices and demands to LESSEE must be given in writing to:

Museum of World Treasures
Attn. Mike Noller, President
835 E 1st St
Wichita, Kansas 67202

32. **EXHIBITS.** All of the exhibits referenced hereinabove are part of the Lease Agreement as if fully set forth herein.

33. **CAPTIONS.** The captions contained in this Lease Agreement are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Lease Agreement.

34. **SEPARABILITY.** If any clause or provision of this Lease Agreement is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this Lease Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Lease Agreement shall not be affected thereby, and it is also the intention of the parties to this Lease

Agreement that in lieu of each clause or provision of this Lease Agreement that is illegal, invalid or unenforceable, there be added as a part of this Lease Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

35. **AMENDMENTS; BINDING EFFECT.** This Lease may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this Lease Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors, in interest and legal representatives, except as otherwise herein expressly provided.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate the day and year first above written.

LESSOR
CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

LESSEE
Museum of World Treasures, Inc.

By_____
Mike Noller, President

Approved as to form:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

OPERATING PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF WICHITA, KS (CITY)
AND THE MUSEUM OF WORLD TREASURES, INC. (MUSEUM)

Whereas, The Museum of World Treasures, Inc, hereafter "Museum" is a not-for-profit Arts and Cultural Organization which provides education and artistic leadership to the public, and does so in part by stewardship of City-owned facilities and City grants toward the operations of Museum; and

Whereas, it is the City's intent, subject to annual City Council appropriation and the availability of funds, to assist Museum to maintain the City-owned facility from which it operates in a manner such that the facility is well maintained and is open, accessible and secure for public use and benefit, while identifying future anticipated funding amounts to assist Museum to create long range plans.

Therefore, the parties agree to the terms of the following Operating Partnership Agreement (the "Agreement"), negotiated and executed annually to address a rolling, three-year operational plan:

1. **Term**. The Term of this Agreement shall commence on January 1, 2014, and shall continue for a period of three years, unless otherwise terminated under provisions agreed to herein. The parties agree to participate in annual performance reviews, the results of which shall be considered during discussions for extension of this Agreement. The parties anticipate entering into successive extensions or renegotiations of this Agreement, unless Museum is in default of this Agreement or its Lease with City.

2. **The City Facility**. City has provided to Museum, by long term leasehold for a current yearly payment of $1.00, the property located at 835 East First Street, Wichita, Kansas consisting a three story retail/commercial facility structure. The entire property is of recognized cultural and/or historical importance and is dedicated through the leasehold granted to be used for museum purposes. The lease between City and Museum is attached as Exhibit A to this Agreement (the "Lease").

3. **Maintenance of the City Facility**. Responsibility for maintenance of this property is allocated between the parties in the following manner:

   a. **Structural Maintenance.** Major maintenance items, relating to the building envelope and HVAC system, to include but not be limited to the exterior north-facing boardwalk, roof, windows, generator, fire suppression system, major electrical and plumbing, boiler, and elevator, are the responsibility of the City. The City retains discretionary control over the means, manner and timing of that maintenance.

   b. **Incidental Maintenance.** Minor maintenance items relating to interior fit and finish, wear and tear, lighting, direct-use plumbing systems, etc. are the responsibility of the Museum.

c. **Landscaping Maintenance.** The improvements to the property may include landscaping, through use of ornamental plantings, lawn, shrubs and trees. The property also includes hardscaping areas such as sidewalks, surfaced parking, and areas used for static exhibition. It shall be Museum's responsibility to maintain all such areas in a manner that is clean and aesthetically pleasing. All organic material shall be appropriately irrigated, fertilized and otherwise maintained in a healthy condition. Debris, leaves, ice, snow and any other material that creates a potentially hazardous or unsightly condition shall be removed by Museum with reasonable haste. Museum has ultimate responsibility for the safety of pedestrian path of travel while persons are on the leased property.

d. **Allocation of Maintenance Responsibility.** Museum, as the occupant with continual opportunity to evaluate property conditions, has responsibility for notice to City of all maintenance needs established in Section 3.a above.

e. **Property Insurance.** The City will procure and pay for an all-risk property insurance policy, providing coverage as it deems appropriate for functional repair or replacement of the City's building and other improvements, and any artifacts or other personal property owned by the City. Museum acknowledges that repair or replacement with identical or similar materials, and with identical or similar levels of skilled labor or craftsmanship may not be available or may not be economically feasible. Museum obtains no right under this Agreement, the Lease, or any insurance policy carried by the City to require repair or replacement of City property to any particular standard or condition.

f. **Utilities.** Museum shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used at the facility or upon the premises, with no responsibility or expense accruing or inuring to City, including all permits, licenses or authorizations necessary in connection therewith. Such payments by Museum shall be made directly to the utility supplier or service provider. Unless otherwise agreed upon in writing, if Museum requires utilities beyond that currently provided or that are available to be extended to the premises boundary, Museum agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the premises, and to comply with all provisions for maintaining such utilities.

g. **Modifications to the Facility.** The Museum shall obtain prior approval from the Division of Cultural Arts and Services before making any modifications to the City facility, whether such modification is intended for preservation, operational efficiency, aesthetic improvement or other purpose. The City retains unfettered discretion on the approval decision. Any such change, if allowed, shall be for the benefit of the Museum only, and not on behalf of or for the benefit of the City. Any modification shall be secured before commencing the work by a public works bond for both performance and payment from a surety approved by the City Attorney. The Museum indemnifies the City against the imposition of any mechanic's lien for work done on the leasehold property. The parties

acknowledge that any such improvement is for the sole benefit of the Museum, and shall be removed and the original condition restored on lease termination, unless this requirement is waived in writing by the City. Upon completion, any modification, other than approved and acknowledged trade fixtures, shall become immediately the property of the City.

h. **Cooperation with Maintenance**. Museum agrees to work cooperatively and in good faith with City and contractors in facility improvement and maintenance activities to minimize any disruptions. If requested by the City, Museum shall cooperate with and assist City to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such facility development, improvement, and maintenance activities.

i. **Waste Prohibited.** Museum acknowledges that the facility is itself a significant part of the City's cultural heritage, and must be protected. Museum will guard against and not commit waste of the facility by action or neglect, and will cooperate with City to allow inspections at all reasonable times, and will report all instances of property damage regardless of cause, in a timely fashion. Should Museum fail to so report or allow inspection, or be known to have committed waste, the parties recognize that the facility is unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Agreement.

4. **Museum Governance and Operation:**

a. **Governance.** The Museum shall maintain its status as a non-profit organization, and demonstrate at the request of the City that this status is current. The Museum shall establish and maintain a governing board that operates under reasonable procedural standards that promote transparency for both stakeholders and the public. The governing board of the Museum should be comprised of individuals reflecting the interests and perspectives of both stakeholders and the general public. Board service should be subject to reasonable term limits.

b. **Identity**. Museum must retain its status as a not-for-profit corporation under State of Kansas Law with a specific legal identity and business purpose as registered with the Secretary of State.

c. **Operation.** Museum shall perform conservation, curation, public education and other activities and duties consistent with its mission and the goals of the City's Cultural Arts Plan. These activities shall be reported to the City for evaluation annually using the Operational Agreement Annual Report form attached as Exhibit B. This form shall be progressively modified as required on a yearly basis to allow current reporting of data.

d. **Performance Measures:**

i. Museum shall establish and then annually review its identified mission and core goals, which should be supportive of the goals set out in the City's Cultural Arts Plan.

ii. Museum shall analyze and demonstrate how its annual programming, activities and functions are appropriate and supportive of its identified mission and core goals.

iii. Museum shall maintain the vitality of its governing board by demonstrating how the board attendance and participation requirements has been enforced; how its adherence to established term limits has been met; and how racial, geographical and economic diversity has been sought.

iv. Museum shall demonstrate attainment or progress reasonably satisfactory to the City toward attainment of its Agreed Performance Measures, attached as Exhibit C. These Performance Measures are to be reviewed and adjusted after completion and filing of the Operating Agreement Annual Report.

e. **Independence**. Nothing in this Agreement shall be deemed to create an agency or joint venture relationship. Both parties are, and shall remain, separate, independent corporate entities. No employee of either shall be deemed to be the employee or agent of the other. Should any corporate officer or elected official of either body participate as a member of the governing body of the other, that officer or elected official shall only be deemed to be acting on behalf of the individual deliberative body for which he or she is then currently engaged.

f. **Nondiscrimination**. The Museum agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The Museum agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

5. **Financial Stability**. Museum recognizes that one of its key obligations is to demonstrate the ability to achieve, separate from City support, growth in its direct fundraising capacity or in other financial assets that allow it to provide increasingly independent continuity of services for all Wichita citizens and visitors.

a. **Planning**. The Museum shall include in its Operational Agreement Annual Report (the template for which is shown as Exhibit B to this Agreement) a five (5) year maintenance and operating forecast and a ten (10) year capital improvement forecast, prepared after a careful premises inventory. These forecasts should clarify the needs of the Museum for both premises and program, and include statements of the anticipated revenue sources for operations and capital. The Museum should seek input from City Cultural Arts and Services staff when preparing these documents, and anticipate that they may be subject to change upon annual renewal of the Operating Partnership Agreements.

b. **Capital Expenditure Funding.** Museum agrees to prepare, as part of its annual report to City, and City agrees to review and evaluate an updated evaluation and needs assessment for capital improvements for the facility. However, Museum agrees to pay all costs incurred in connection with the construction of the new structures, facilities and improvements, unless otherwise expressly agreed to in writing by the Museum and City. In any case of construction, Museum agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. Museum shall have no right, authority, or power to bind City for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements. Museum agrees to require contractors to name the City as beneficiary of the required original performance bond and the City as additional insured in any comprehensive accident or general liability insurance; builder's risk insurance; or any other policies obtained by the Museum relating to the approved construction.

c. **City Indirect Support**. The City provides to Museum a City facility at nominal rent, and major systems maintenance of that facility. Through its planning process, Museum will work with City staff to identify work that will be provided by the City for the benefit of Museum. The value of these services will be included in the evaluation of Museum's total City support.

d. **Direct Support**. Through this Agreement, the City will provide to Museum direct payment of funds that may be used by Museum for its operations. This funding is tied to the fraction of the Cultural Arts mill levy that is allocated to Museum by City Council. The allotment fraction will remain fixed for the three years covered by this Agreement. The absolute dollar amount provided to Museum will fluctuate from year to year during this Agreement, as do the revenues obtained by the applicable tax mill levy. However, the annual direct support provided by the City to Museum for the three years of this Agreement can be approximated at $ 22,105.00

e. To the extent that Museum has an existing lease with the City for its facility that calls for rent at an amount greater than $1.00 per year, this Agreement serves as formal written waiver of the rent due in excess of $1.00 per year, effective upon the date of execution of this agreement and through the term of this Agreement. All other terms and conditions of the existing lease shall remain in effect during the term of this agreement.

6. **Assignment**. Museum shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of City. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement.

7. **Indemnification.** Each party shall protect, defend and hold the other, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, or other liability loss, including all reasonable costs for investigation and defense

thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to the use or occupancy of the facility or premises or the acts or omissions of that party's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death, damage or liability loss may occur, except to the extent such injury, death, damage or liability loss is caused by the negligence of the indemnified party. Each party shall give the other reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during the effective term of this Agreement or an extension or modification thereof.

8. **Insurance Requirements**. Museum shall procure, maintain and carry, at its sole cost in accordance with this Agreement, all insurance as required per the amounts as set forth below. Insurance shall be furnished by a company meeting with the reasonable approval of the City Attorney. The requirements, procurement and carrying of the required insurance shall not limit any of the Museum's obligations or liability under this Agreement or as a matter of law. Where "minimum limits" of insurance are specified, such minimum insurance limits are required and considered by City to be the lowest insured amounts acceptable under this Agreement. The Museum is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at Museum's determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a. **WORKERS' COMPENSATION**

Museum shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b. **AUTOMOBILE LIABILITY**

Museum shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	$500,000 Each Accident

c. **COMMERCIAL GENERAL LIABILITY**

Museum shall maintain Commercial General Liability insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Annual Aggregate	$500,000
Each Occurrence	$500,000

The City of Wichita shall be added as a primary and non-contributory additional insured, and Museum acknowledges the contractual responsibility to respond in defense and indemnity for any claims raised by third parties resulting from the negligent acts or omissions of its officers, employees, agents or invitees.

d. **UMBRELLA/EXCESS LIABILITY COVERAGE**

The Museum shall provide minimum Umbrella/Excess liability limits (excess of all automobile and commercial general liability) of:

Each Occurrence Limit	$1,000,000
Annual Aggregate Limit	$1,000,000

The City of Wichita shall be added as primary and non-contributory additional insured covered under this umbrella/excess liability coverage.

Museum agrees that in the event of future changes in the law or upon notice by the City, the minimum levels of insurance required by this section may be increased within the bounds of commercial reasonableness.

9. **Personal Property.** Any personal property of Museum or others placed in or upon the premises shall be at the sole risk of the Museum, and City shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the Museum waives all rights of recovery from or subrogation against the City for such loss or damage unless such loss or damage is the result of the City's negligence. Museum shall be solely responsible for obtaining insurance policies that provide coverage for losses of Museum-owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Museum's cost for such insurance.

10. **Cancellation**. The City, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving Museum sixty (60) days written notice. During this notice period, management from both parties shall confer in an attempt to determine if the dispute may be mitigated sufficiently or resolved prior to expiration of the sixty (60) day period. Barring such satisfactory resolution, the termination shall be effective at the end of the originally noticed sixty (60) day period.

11. **Waste Management**. Museum shall be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the facility or out of its operation. Such removal shall conform to all governmental requirements and regulations. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the facility and premises. Museum shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on the premises upon demand of City. Museum shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the premises is forbidden. In the event Museum shall fail to perform its upkeep, maintenance and repair responsibilities, City may, but is not obligated to, perform maintenance and make repairs thereon and thereto which it determines to be necessary, charging

the same cost to the expense of Museum, to include a twelve percent (12%) administrative fee, upon thirty (30) days prior written notice of its intent to do so.

12. **Severability and Invalid Provisions.** In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the City or the Museum in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this Agreement.

13. **Cash Basis and Budget Laws**. The right of the City to enter into this Agreement is subject to the provision of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-29350), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the reasoned opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

14. **Non-Waiver of Rights**. No waiver or default by either party of any of the terms, covenants and conditions to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

This Agreement is executed and effective this _____day of _____, 2014.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

MUSEUM OF WORLD TREASURES, INC.

_____
Mike Noller
President and CEO

ATTEST:

_____
Karen Sublett, City Clerk

Witnessed:

_____
Print Name:_____
Address: _____
_____

Approved as to Form:

_____
Sharon L. Dickgrafe, Interim Director of Law

Exhibit B

Operational Agreement Annual Report

For Time Period January 1, 2014 through December 31, 2014

In order to obtain consistent information from the organizations that received Operational Agreement Funding for Fiscal Year (FY) 2014, please use the following form as a template for your Annual Report due **ON or BEFORE March 15, 2015 at 5 p.m.**

Please use the attached template for your annual report in the exact order as listed. For narratives, please type the question as written and then address the answer.

Board of Directors

List your current Board of Directors and contact information; identify officers, and terms of office.

Staff

List your current staff for the past three (3) years, identify their positions and whether they are full-time or part-time employees. Also list any open positions.

Exhibitions (Museums Only)

What is the size of the collection?

What is the percentage of collection owned by Museum?

The number of new exhibits per year the Museum creates?

Education and Public Programs

On no more than three (3) separate sheets, please address the following questions. List the question first; followed by your response.

1. Describe the various educational and public programs offered by your organization.

2. How do these programs correspond with your organization's mission and core values?

3. What methods do you use to identify and measure success with these programs?

4. Who are your target participants?

5. What has your organization done to encourage participation from all ethnic groups, ages, genders, socio-economic groups etc?

6. What programming partnerships and resource sharing or collaborations has your organization developed in the past three years?

7. Describe your organization's contribution to the City of Wichita and the citizens at large.

Attendance and Membership

	Membership and Volunteers		
	2010	2011	2012
Total Paid Memberships			
Total Membership Revenue			
Total Number of Volunteers			
Total Number of Volunteer Hours			

	Attendance		
	2010	2011	2012
Total Attendance			
Total Paid Admissions			
Total school groups or tours			

On no more than one (1) separate sheet, please address the following questions. List the question first; followed by your response.

1. What steps does your organization take to increase membership?

2. What is the percentage free admission of total attendance?

3. How does the organization use new technology?

Financial revenue and expenses

	Total Operating Revenue			
	2010	2011	2012	% of Total Budget
Total City and County Support				
Total Facility Rental Revenue				
Total Admissions Revenue				
Total Membership Revenue				
Total Grant, Foundation, and Corporate Support				
Total Gift Shop Sales				
Total Fundraising and Event Revenue				
Total Revenue from Investment/Endowment				
TOTAL SUPPORT AND REVENUE				

Total Operating Expenses				
	2010	2011	2012	% of Total Expenses
Total Salaries and Benefits				
Total Building Repairs and Maintenance				
Total Utilities				
Total Marketing				
Total Other				
Total Operating Expenses				

Financial Narrative

On no more than three (3) separate sheets, please address the following questions. List the question first; followed by your response.

1. List the successful grants and foundations requests the organization applied for and received in the last 3 years.

2. How many months of operating reserve does your organization currently maintain?

3. Provide a copy of your most current 990.

4. Provide a copy of your annual operating budget for the current year.

Capital Improvements

On a separate sheet please list the Capital Improvements for the next 5 to 10 years with estimated expenditures.

Facility Maintenance

On a separate sheet please list facility maintenance including major systems and grounds maintenance the organization will provide for the next three years. List facility maintenance including major systems and grounds maintenance the organization expects the City to provide service, repair and maintenance.

Exhibit C

Performance Measures for Museum of World Treasures 2014

KPI	MOWT 2013	MOWT 2012	Peer Average	AAM Median
Attendance	36,748	40,007	27,553	54,789
Free Admissions	6,239	5,293	10,949	n/a
Customer Satisfaction Rating (% rating us 4 or better on 7 pt scale)	99%	97%	n/a	n/a
TripAdvisor Ranking in Museum Category (local market)	1	1	3	n/a
% of Operating Budget Earned	55%	60%	28%	31%
Operating Expenses per On-Site Visitor	13.12	11.94	30.93	42.67
Cost Recovery Ratio (Non-Gov't Operating Rev/Operating Expenses)	77%	75%	75%	73%
Earned Operating Revenue	265,220	288,525	n/a	n/a
Contributed Operating Rev from Private Sources	106,701	68,398	n/a	n/a
Exhibits Opened per year	5.0	4.0	2.8	n/a
Memberships (*not # of members*)	148	104	820	1,629
School Field Trip Attendance	5,386	5,201	6,605	n/a
Educational Program Attendance	9,543	8,884	19,245	n/a
# of Discount or Free Admission Days per Year	3	3	2	n/a

Farm and Art Market

Identified Features
Property Parcels
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Railroads
Quarter Section
Waterways
Streams
Parks
Airports
SDERASTER.S-DEDATA.ORTH-O1FT
SDERASTER.S-DEDATA.ORTH-O
City Limits
Andale
Bel Aire
Bentley
Cheney
Clearwater
Colwich
Derby
Eastborough
Garden Plain
Goddard
Haysville
Kechi
Maize
Mount Hope

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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
December 2, 2014

TO: Mayor and City Council

SUBJECT: 2015 Performance Contracts for Cultural Funding Operational Grants (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve 22 Performance Contracts for Cultural Funding Operational grants for Fiscal Year (FY) 2015.

Background: In 2005, the City Council approved the formation of the Cultural Funding Committee (CFC) consisting of 11 members. The City Council appointed seven members. The Arts Council appointed four members. The committee consists of representatives from government, education, business, philanthropy, arts organizations and the public at large. The committee was assigned the responsibility to make recommendations to the City Council on the allocation of funding for operational grants for arts and cultural organizations.

At the end of 2012, a committee comprised of the two City Council members, who serve as ex-officio members on the Arts Council, the current chair of the Arts Council, the City Manager, the current chair of the Cultural Funding Committee, a representative from the Division of Arts & Cultural Services, Finance and the Law Department met to discuss the expiration of the current Operating Agreements with the Group One organizations. As the committee met, many issues arose and it became clear that further discussion pertaining to facility maintenance, emerging art groups, ADA requirements, collection ownership, City staff, insurance and other issues needed to be addressed. To address these issues, the 2008 Cultural Arts Plan was updated.

On July 16, 2013, the Wichita City Council approved the update to the 2008 plan. Notable changes in the plan included:

- A change in the definition of an arts and cultural organization that resulted in the elimination of zoological and botanical organizations. This change made the Sedgwick County Zoological Society ineligible to apply for Cultural Funding.
- The placement of Botanica under the management of the City's Park and Recreation Department, eliminating the need for Botanica to apply for Cultural Funding and the need to negotiate an Operating Partnership agreement.
- A redefinition of the "Group One" organizations to "Cultural Institutions" that are now defined as "organizations which have operations and activities in facilities that are owned and/or operated by the City of Wichita and which have annual revenues in excess of $50,000 for at least two preceding years."
- The creation of three separate grant categories: Cultural Funding Operational grants that are open to application from 501(c)(3) arts and cultural organizations in Wichita; Developing Arts grants that are open to 501(c)(3) organizations with annual operating budgets less than $50,000 for technical assistance; and Artist Access grants, given to professional and emerging artists for professional development.
- The grouping of Cultural Funding Operational grant applications by the size of the applying

organization's annual operating budget so like-sized organizations compete against like-sized organizations.

Analysis: The Cultural Funding Committee completed its review of the submitted applications and recommends funding 22 Cultural Funding Operational grants, three Developing Arts grants and six Artist Access grants. The 31 total Performance Contracts ensure the City reviews funding for arts organizations with a fair and equitable process and provides accountability through performance measures. These contracts allow for audits of the usage of City funding and require a demonstration of meeting the excellence criteria developed. Funding recommendations approved as part of the FY2015 budget are below:

Organization Name	FY2015 Recommended Allocation	FY2014 Allocations
American Guild of Organist	$500	**Did not apply**
Chamber Music at the Barn	$10,549	$9,229
Emerald City Chorus	$1,078	**Did not apply**
Fisch Bowl, Inc.	$4,296	**Did not apply**
Friends of Great Plains Nature Center	$4,167	$8,669
Griot's Storytelling Institute	$2,985	$1,479
Music Theatre for Young People	$2,200	**Did not apply**
Opera Kansas	$2,513	$1,479
Tallgrass Film Association	$22,728	$1,479
The Seed House	$4,767	**Did not apply**
Wichita Chamber Chorale	$3,152	$3,943
Wichita Community Theater	$2,870	$3,451
Arts Partners, Inc.	$40,000	$49,403
The Kansas African American Museum	$16,400	$1,479
Wichita Public Library Foundation	$29,304	$41,912
Exploration Place	$58,539	$73,940
Music Theatre Wichita	$59,027	$76,602
Orpheum Performing Arts Centre	$12,165	$21,978
Ulrich Museum	$22,621	$32,046
Wichita Children's Theatre	$16,929	$17,135
Wichita Grand Opera	$11,058	**Did not apply**
Wichita Symphony Society	$57,834	$76,587
Total Cultural Funding Allocated	**$385,682**	**$420,811**
Developing Arts Applications*		
Griot's Storytelling Institute	$3,000	
Opera Kansas	$1,000	
Wichita Chamber Chorale	$1,000	
Total Developing Arts Allocated	**$5,000**	
Artist Access *		
Chris Gulick	$500	
Katie Hendry	$1,000	
Armando Minjarez	$1,000	
Rob Simon	$1,000	
Jo Quillin Tomson	$500	

Wendy Vallaredes	$800	
Angeline Edmondson	$0	
Jean Pouncil Burton	$0	
David Hunsacker	$0	
Cody Spiegel	$0	
Total Artist Access Allocated	**$4,800**	
TOTAL ALL FUNDING ALLOCATED	**$395,482**	**$420,811**

*Funding for these categories did not become available until the FY2015 funding cycle due to the change in the Cultural Arts Plan in 2013. Contracts for these categories are signed by the City Manager.

Financial Consideration: The recommended funding amounts are included in the City of Wichita 2015 Adopted Budget.

Legal Consideration: The Law Department has prepared and approved as to form the contracts.

Recommendations/Actions: It is recommended that City Council approve 22 Performance Contracts for Cultural Funding Operational grants for Fiscal Year (FY) 2015.

Attachments: 22 Cultural Funding Performance Contracts

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and American Guild of Organists, a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of five hundred dollars ($500), payable in one installment and due the first business day of the month of January 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification and Insurance. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

AMERICAN GUILD OF ORGANISTS

_____
Gary Huffman, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and American Guild of Organists, PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Arts Partners, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of forty thousand dollars ($40,000), payable in four installments and due the first business day of the months January, February, March, and April 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification and Insurance. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

ARTS PARTNERS, INC.

_____
Aimie Geist, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor.

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Arts Partners, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Chamber Music at the Barn a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of ten thousand five hundred forty nine dollars ($10,549), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

CHAM BER MUSIC AT THE BARN

_____
Bob Scott, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Chamber Music at the Barn, PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Emerald City Chorus Sweet Adelines International, a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of one thousand seventy eight dollars ($1,078), payable in one installment and due the first business day of the month January 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

EMERALD CITY CHORUS
SWEET ADELINES INTERNATIONAL

_____
Clare Paul, Team Coordinator

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Emerald City Chorus Sweet Adelines International, PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Exploration Place, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of fifty eight thousand five hundred thirty nine dollars ($58,539), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

EXPORATION PLACE, INC.

_____
Jan Luth, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Exploration Place, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Fisch Bowl, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of four thousand two hundred ninety six dollars ($4,296), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

FISCH BOWL, INC.

_____
Elizabeth Stevenson, Secretary/Treasurer

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Fisch Bowl, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Friends of the Great Plains Nature Center, a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of four thousand one hundred sixty seven dollars ($4,167), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Friends of the Great Plains Nature Center

_____
Patrick Mathews, President

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Friends of the Great Plains Nature Center, PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Griot's Storytelling Institute, a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of two thousand nine hundred eighty five dollars ($2,985), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

GRIOT'S STORYTELLING INSTITUTE

_____
Jean Pouncil-Burton, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Griot's Storytelling Institute, PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Music Theatre for Young People, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of two thousand two hundred dollars ($2,200), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Music Theatre for Young People, Inc.

_____
Patricia Austin, President

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Music Theatre for Young People, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Music Theatre of Wichita, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of fifty nine thousand twenty seven dollars ($59,027), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

MUSIC THEATRE OF WICHITA, INC.

_____
Wayne Bryan, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Music Theatre of Wichita, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Opera Kansas, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of two thousand five hundred thirteen dollars ($2,513), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

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11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

OPERA KANSAS, INC.

_____
Sherri Pilgreen, President

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Opera Kansas, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Orpheum Performing Arts Centre, Ltd., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of twelve thousand one hundred sixty five dollars ($12,165), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Orpheum Performing Arts Centre, Ltd.

_____
Jennifer Allen, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Orpheum Performing Arts Centre, Ltd., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Tallgrass Film Association, a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of twenty two thousand seven hundred twenty eight dollars ($22,728), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

TALLGRASS FILM ASSOCIATION

_____
Paul Witte, President

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Tallgrass Film Association, PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and The Kansas African American Museum, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of sixteen thousand four hundred dollars ($16,400), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

The Kansas African American Museum, Inc.

_____
Gwynne Birzer Harris, President

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and The Kansas African American Museum, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and The Seed House – La Casa De La Semilla, a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of four thousand seven hundred sixty seven dollars ($4,767), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

The Seed House – La Casa De La Semilla

_____
Billie Knighton, President

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and The Seed House – La Casa De La Semilla, PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Wichita State University Foundation c/o Edwin A. Ulrich Museum of Art, a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of twenty two thousand six hundred twenty one dollars ($22,621), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Wichita State University Foundation
Edwin A. Ulrich Museum of Art

_____
Elizabeth King, President & CEO

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Wichita State University Foundation c/o Edwin A. Ulrich Museum of Art, PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Wichita Chamber Chorale, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of three thousand one hundred fifty two dollars ($3,152), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Wichita Chamber Chorale, Inc.

_____
Anna Uhlig, President

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Wichita Chamber Chorale, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
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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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Wichita Children's Theatre, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of sixteen thousand nine hundred twenty nine dollars ($16,929), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Wichita Children's Theatre, Inc.

_____
Monica Flynn, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

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The basic duties of the PROVIDER under this contract include the following:

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- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
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- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

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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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Wichita Community Theatre, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of two thousand eight hundred seventy dollars ($2,870), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Wichita Community Theatre, Inc.

_____
Ben Blankley, President

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Wichita Community Theatre, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Wichita Grand Opera, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of eleven thousand fifty eight dollars ($11,058), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Wichita Grand Opera, Inc.

_____
Parvan Bakardiev, President & CEO

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Wichita Grand Opera, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONAL GRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Wichita Public Library Foundation, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of twenty nine thousand three hundred four dollars ($29,304), payable in four equal installments and due the first business day of the months January, April, July, and October 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Wichita Public Library Foundation, Inc.

_____
Leah Barnhard, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Wichita Public Library Foundation, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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.

CONTRACT

For

ADMINISTRATION OF OPERATIONALGRANT FUNDING

IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this 2nd day of December, 2014 by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and Wichita Symphony Society, Inc., a not-for-profit corporation, hereinafter called "PROVIDER".

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and PROVIDER is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. PROVIDER shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to PROVIDER the sum of fifty seven thousand eight hundred thirty four dollars ($57,834), payable in two equal installments and due the first business day of the months January and February 2015 upon presentation of a detailed invoice by PROVIDER. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. PROVIDER shall render the deliverables described in Attachment A under the terms and conditions thereof. The CITY may perform site visits and records reviews to assess PROVIDER's performance in fulfilling this contract, and will receive from PROVIDER semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The CITY shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the CITY believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify PROVIDER in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from January 1, 2015 through December 31, 2015. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the PROVIDER are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. PROVIDER shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PROVIDER, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the PROVIDER 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

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

8. Compliance with Laws. PROVIDER shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by PROVIDER under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

10. Non-Discrimination. PROVIDER shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

Wichita Symphony Society, Inc.

_____
Don Reinhold, Executive Director

_____
Date

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim Director of Law and City Attorney

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and Wichita Symphony Society, Inc., PROVIDER, that it is the intent of this contract for the PROVIDER to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the PROVIDER understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the PROVIDER understands and agrees to perform services as specified in the PROVIDER's proposal, hereinafter called PROPOSAL, as submitted to the CITY by PROVIDER, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the PROVIDER's PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the PROVIDER under this contract include the following:

Performance Measures

- Demonstrates initiation and implementation of innovative programs and services.
- Demonstrates its ability to engage audiences and donors to fulfill its core mission.
- Provides attendance data which demonstrates public participation in its programs and services.
- Demonstrates its ability to obtain different forms of financial support such as funding from grants, foundations, corporations, and individuals.
- Demonstrates its long-term financial stability and growth.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **"This program is made possible in part by the City of Wichita."** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment. The parties agree the organization will not receive payment on the FY2015 contract, irrespective of any work done or goals accomplished according to the terms of the FY2015 contract, until the Final FY2014 Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the FY 2015 Final Report shall bar the organization from contracting with the City for FY2016.

Budget expenditures to ensure that the sums available to PROVIDER are not over expended and that agencies will have funding to carry out project activities over their entire contract period.

Semi-Annual and Final Reports

Prepare one (1) semi-annual PROVIDER reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to July 31, 2015 with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to January 31, 2016. Send one copy of each report to the City's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

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

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

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

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 and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and 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 and 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 sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

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

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: 2015 State Legislative Agenda

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the 2015 State Legislative Agendas.

Background: Each year, City Departments are asked to submit requests for consideration in the legislative agenda. Those suggestions, along with other issues developed by community partners, are evaluated for inclusion in the agenda. Once approved, the agenda will be published on the City's website, and circulated to the state legislative delegations. Legislative strategies will be developed to secure positive outcomes for the respective agenda.

Analysis: The state agenda contains requests for appropriations and policy actions that relate to municipal practices, public safety, water quality and supply, transportation, and various issues of community-wide interest. The state legislative agenda may be expanded as additional issues evolve before the State Legislature. Legislative action on the state agenda would take place prior to the end of the 2015 state fiscal year on June 30, 2016.

Financial Consideration: None of the state legislative agenda items require a formal commitment of local matching funds beyond existing authorizations.

Legal Consideration: The Law Department has reviewed the legislative agenda. Any necessary contracts and/or memorandums of understanding will be initiated as needed for fulfillment of state funding appropriations and be reviewed and approved as to form by the law department.

Recommendation/Actions: It is recommended that the City Council approve the 2015 Legislative Agenda.

Attachment: Summation of the 2015 State Legislative agenda.

CITY OF WICHITA

PROPOSED 2015 KANSAS LEGISLATIVE AGENDA

ISSUE	SOURCE	CURRENT VERSION	Council Approved	STATUS	
Affordable Airfares	City Manager	Support for funding renewal			
WATC/NCAT	WATC/NCAT Boards	Agency legislative funding request			
Passenger Rail	CM Meitzner	Support of state funding for NEPA study			
Export Promotion	Kansas Global	Support for renewal of KGTS contract			
Individual Development Accounts	Housing	Support for Interfaith Housing Services tax credit proposal			
Water: 50-year state plan	Public Works	Support Equus Beds recognition in state 50-year plan			
Water: Regulatory Remedies	Public Works	PW&U letter to state Ag Dept and Water Office			
Water: Water Plan	Public Works	Support reevaluation of governance, funding of state Water Plan			
Local Control/Home Rule	Council	Support LKM position on home rule authority			
Economic Development	Council	Support continuation of state economic development programs			
Transportation	Council	Support full execution of T-WORKS; oppose redirection of KDOT funding			
Drivers Permit	Mayor Brewer	Bill draft pending			
Disabled Vet Parking	Mayor Brewer	HB2570 (2014)			
Metal Theft	District Attorney	DA draft in process			
Cultural Arts District	Manager	Draft bill from Law `			
DWS Lookback	Law	HB2689 (2014)			

Blight	City Manager	Proposed legislation by Rep. Stan Frownfelter (D-Kansas City)			

Wichita, Kansas
December 1, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior 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 November 24, 2014, were read and on motion approved.

Bids were opened November 21, 2014, pursuant to advertisements published on:

PARK AND RECREATION DEPARTMENT/FORESTRY DIVISION: Tree and Stump Removal Phase II.

Alfred's Superior Tree Service* -	$2,700.00	Group 1
	$6,000.00	Group 2
	$9,850.00	Group 3
	$10,725.00	Group 4
	$4,050.00	Group 5
	$9,125.00	Group 6
	$5,375.00	Group 7
	$5,975.00	Group 8
	$8,675.00	Group 9
Bids Rejected		Groups 10 -17

* Awarded to Authorized Budget Amount

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Exercise Equipment.

Defer one week

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: December 1, 2014

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER
November 21, 2014

Tree & Stump Removal - Phase II – Park & Recreation Department/Forestry Division

Alfred's Superior Tree Service	**Group 1**	**$2,700.00**
	Group 2	**$6,000.00**
	Group 3	**$9,850.00**
	Group 4	**$10,725.00**
	Group 5	**$4,050.00**
	Group 6	**$9,125.00**
	Group 7	**$5,375.00**
	Group 8	**$5,975.00**
	Group 9	**$8,675.00**
	Groups 10-17 (All Bids Rejected)	
	(Awarded to Authorized Budget Amount)	

Exercise Equipment – Park & Recreation Department/Recreation Division
(Defer to December 8, 2014)

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

Melinda A Walker

Melinda A. Walker
Purchasing Manager

City of Wichita, Kansas

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: FB440219 **Tree & Stump Removal Phase II** **Close Date/Time:** 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Parks

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
ALFREDS SUPERIOR TREE SERVICE	Complete	$107,250.00	Award 12/2/2014 Groups 1-9 Park & Recreation Dept/Forestry Division
ARBOR MASTERS TREE SERVICE INC	Complete	$169,753.00	Reject Groups 10-17
S & J ENTERPRISE LLC	Complete	$187,860.00	Awarded to Authorized Budget Amount

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440219 **Tree & Stump Removal Phase II** **Close Date/Time:** 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Parks

Go to: 01

Return to the Bid List

Responses: 3

Group 01

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$2,700.00
ARBOR MASTERS TREE SERVICE INC	Complete	$4,428.00
S & J ENTERPRISE LLC	Complete	$4,980.00

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Group 02

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$6,000.00
ARBOR MASTERS TREE SERVICE INC	Complete	$10,692.00
S & J ENTERPRISE LLC	Complete	$11,095.00

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Group 03

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$9,850.00
S & J ENTERPRISE LLC	Complete	$19,215.00
ARBOR MASTERS TREE SERVICE INC	Complete	$19,980.00

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Group 04

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$10,725.00

ARBOR MASTERS TREE SERVICE INC	Complete	$17,622.00
S & J ENTERPRISE LLC	Complete	$18,480.00

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Group 05

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$4,050.00
ARBOR MASTERS TREE SERVICE INC	Complete	$6,578.00
S & J ENTERPRISE LLC	Complete	$7,800.00

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Group 06

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$9,125.00
ARBOR MASTERS TREE SERVICE INC	Complete	$10,841.00
S & J ENTERPRISE LLC	Complete	$17,015.00

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Group 07

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$5,375.00
S & J ENTERPRISE LLC	Complete	$8,440.00
ARBOR MASTERS TREE SERVICE INC	Complete	$13,608.00

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Group 08

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$5,975.00
S & J ENTERPRISE LLC	Complete	$10,275.00
ARBOR MASTERS TREE SERVICE INC	Complete	$12,240.00

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Group 09

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$8,675.00
ARBOR MASTERS TREE SERVICE INC	Complete	$11,556.00
S & J ENTERPRISE LLC	Complete	$14,675.00

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Group 10

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$4,650.00
ARBOR MASTERS TREE SERVICE INC	Complete	$5,965.00
S & J ENTERPRISE LLC	Complete	$7,740.00

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Group 11

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$5,150.00
ARBOR MASTERS TREE SERVICE INC	Complete	$6,550.00
S & J ENTERPRISE LLC	Complete	$9,085.00

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Group 12

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$6,925.00
S & J ENTERPRISE LLC	Complete	$11,825.00
ARBOR MASTERS TREE SERVICE INC	Complete	$11,876.00

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Group 13

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$6,250.00

ARBOR MASTERS TREE SERVICE INC	Complete	$9,848.00
S & J ENTERPRISE LLC	Complete	$9,945.00

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Group 14

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$6,200.00
ARBOR MASTERS TREE SERVICE INC	Complete	$8,069.00
S & J ENTERPRISE LLC	Complete	$9,875.00

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Group 15

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$6,750.00
ARBOR MASTERS TREE SERVICE INC	Complete	$8,960.00
S & J ENTERPRISE LLC	Complete	$12,040.00

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Group 16

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$3,125.00
ARBOR MASTERS TREE SERVICE INC	Complete	$4,235.00
S & J ENTERPRISE LLC	Complete	$5,880.00

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Group 17

Vendors	Complete	Group Total Net Bid
ALFREDS SUPERIOR TREE SERVICE	Complete	$5,725.00
ARBOR MASTERS TREE SERVICE INC	Complete	$6,705.00
S & J ENTERPRISE LLC	Complete	$9,495.00

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440219 **Tree & Stump Removal Phase II** **Close Date/Time:** 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Group

Department: Parks **Responses:** 3

Go to: 001

Line 001 | Geographical Area Ortho 5148

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$2,700.0000	$2,700.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$4,428.0000	$4,428.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$4,980.0000	$4,980.00	Complete	

Line 002 | Geographical Area Ortho 5345

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$6,000.0000	$6,000.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$10,692.0000	$10,692.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$11,095.0000	$11,095.00	Complete	

Line 003 | Geographical Area Ortho 5445

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$9,850.0000	$9,850.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$19,215.0000	$19,215.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$19,980.0000	$19,980.00	Complete	

Line 004 | Geographical Area Ortho 5446

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$10,725.0000	$10,725.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$17,622.0000	$17,622.00	Complete	

S & J ENTERPRISE LLC	1	Lump Sum	$18,480.0000	$18,480.00	Complete

Line 005 | Geographical Area Ortho 5447

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$4,050.0000	$4,050.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$6,578.0000	$6,578.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$7,800.0000	$7,800.00	Complete	

Line 006 | Geographical Area Ortho 5450

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$9,125.0000	$9,125.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$10,841.0000	$10,841.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$17,015.0000	$17,015.00	Complete	

Line 007 | Geographical Area Ortho 5543

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$5,375.0000	$5,375.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$8,440.0000	$8,440.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$13,608.0000	$13,608.00	Complete	

Line 008 | Geographical Area Ortho 5544

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$5,975.0000	$5,975.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$10,275.0000	$10,275.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$12,240.0000	$12,240.00	Complete	

Line 009 | Geographical Area Ortho 5548

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$8,675.0000	$8,675.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$11,556.0000	$11,556.00	Complete	

S & J ENTERPRISE LLC	1	Lump Sum	$14,675.0000	$14,675.00	Complete

Line 010 | Geographical Area Ortho 5549

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$4,650.0000	$4,650.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$5,965.0000	$5,965.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$7,740.0000	$7,740.00	Complete	

Line 011 | Geographical Area Ortho 5647

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$5,150.0000	$5,150.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$6,550.0000	$6,550.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$9,085.0000	$9,085.00	Complete	

Line 012 | Geographical Area Ortho 5648

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$6,925.0000	$6,925.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$11,825.0000	$11,825.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$11,876.0000	$11,876.00	Complete	

Line 013 | Geographical Area Ortho 5747

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$6,250.0000	$6,250.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$9,848.0000	$9,848.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$9,945.0000	$9,945.00	Complete	

Line 014 | Geographical Area Ortho 5748

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$6,200.0000	$6,200.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$8,069.0000	$8,069.00	Complete	

S & J ENTERPRISE LLC	1	Lump Sum	$9,875.0000	$9,875.00	Complete

Line 015 | Geographical Area Ortho 5750

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$6,750.0000	$6,750.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$8,960.0000	$8,960.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$12,040.0000	$12,040.00	Complete	

Line 016 | Geographical Area Ortho 5848

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$3,125.0000	$3,125.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$4,235.0000	$4,235.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$5,880.0000	$5,880.00	Complete	

Line 017 | Geographical Area Ortho 5849

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	1	Lump Sum	$5,725.0000	$5,725.00	Complete	
ARBOR MASTERS TREE SERVICE INC	1	Lump Sum	$6,705.0000	$6,705.00	Complete	
S & J ENTERPRISE LLC	1	Lump Sum	$9,495.0000	$9,495.00	Complete	

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POWERED BY COGSDALE

City of Wichita, Kansas

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: FB440217 **Exercise Equipment** **Close Date/Time:** 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Group

Department: Parks **Responses:** 4

Vendors	Complete	Bid Total	City Comments
PRO MAXIMA MFG LTD	Complete	$69,250.00	Defer to 12/8/14 Park & Recreation Dept./Recreation Division
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	Complete	$72,755.44	
MID STATES FITNESS	Complete	$96,376.00	
BSN SPORTS INC	Partial	$17,501.24	

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THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 2, 2014

a. 2014 Sanitary Sewer Rehabilitation Phase E (CIPP) (north of 31st Street S, east of Hoover Rd) (468-84983/620716/664021) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI) - $324,000.00

b. 2014 Sanitary Sewer Reconstruction Phase 12 (north of 31st Street South, east of Meridian) (468-84991/620717/664022) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,VI) - $151,000.00

Agenda Item No. II-4a

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Community Events –Ballet Wichita's "The Nutcracker" (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Barbara Chamberlin, Executive Director of Ballet Wichita, is coordinating the bus parking for the performances of the Ballet Wichita's "The Nutcracker" with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Ballet Wichita's "The Nutcracker" December 11-12, 2014 8:00 am – 4:00 pm

- Century II Drive, South Main Street to Douglas Avenue
- Century II Drive, Douglas Avenue to South Cancun Street
- Tianepantia Drive, South Main Street to South Cancun Street
- South Cancun Street, Tianepantia Drive to English Street
- West Douglas Avenue, South Main Street to Century II Drive, left turn lane only

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-4b

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Our Lady of Guadalupe Fiesta (District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Father Jose Machado, Our Lady of Perpetual Help, is coordinating the Our Lady of Guadalupe Fiesta with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Our Lady of Guadalupe Fiesta December 7 and 12, 2014 9:00 am – 10:00 pm

- 23rd Street, Market Street to Park Place

Our Lady of Guadalupe Fiesta December 8-11, 2014 5:00 pm – 10:00 pm

- 23rd Street, Market Street to Park Place

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-4c

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Community Events – The Great Santa Run 5K (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Caleb Teague, KC Running Company, is coordinating The Great Santa 5K event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

The Great Santa Run 5K December 13, 2014 8:00 am – 11:00 am

- Water Street, Waterman Street to Dewey Street
- WaterWalk Place Drive, Water Street to Wichita Street
- Wichita Street, Waterman Street to Dewey Street
- Lewis Street, Wichita Street to McLean Boulevard
- McLean Boulevard, Lewis Street to Lincoln Street
- Harry Street, Handley Street to Walnut Street
- Walnut Street, Walker Street to Handley Street

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-4d

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Community Events – The Lights at WaterWalk (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Sharon Van Horn, Van Horn Promotions and Marketing, is coordinating The Lights at WaterWalk event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

The Lights at WaterWalk December 6, 2014 10:00 am – 6:00 pm

- Water Street, Dewey Street to Waterman Street.

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-4e

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Jingle Bell 4 Mile (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Trevor Darmstetter, goracetiming.com, is coordinating the Jingle Bell 4 Mile event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Jingle Bell 4 Mile December 6, 2014 9:00 am – 11:00 am

- McLean Boulevard, Second Street to Seneca Street – north bound lanes only
- Seneca Street, Central Avenue to McLean Boulevard

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Change Order No. 1 for the 2014 Utility Cut Repair Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: The City Council approved the 2014 Utility Cut Repair program on August 13, 2013, with the adoption of the City's 2014 Annual Operating Budget. Public Works, though the Utility Curb Cut program, provides curb cuts to access utility easements. A contract provider performs this work and revenues are collected from the entity requesting the curb cut, offsetting all program costs. On January 7, 2014, a contract with Cornejo & Sons was approved in the amount of $983,670 for repair work completed under the program.

Analysis: The level of curb cut activity is dependent on a number of factors. In 2014, curb cut requests have been higher than expected. Public Works is requesting a change order for the curb cut contract with Cornejo & Sons, to accommodate the projected amount of curb cuts through year end. Based on projects, this will require a change order of $320,000 to the current $983,670 contract, bringing the total contract amount to $1,303,670.

Financial Considerations: The 2014 Revised Budget includes $1,072,000 for utility cuts, offset by revenue of the same amount or $1, 072,000. This change order will have no overall impact to the General Fund balance, but will increase utility cut expenditures and offsetting revenues by $231,670 to $1,303,670. Staff recommends transferring $231,670 in under expenditures in the Public Works Department to the Utility Cut operating budget.

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

Recommendations/Actions: It is recommended that the City Council approved the change order, authorize the necessary budget adjustments and signatures.

Attachments: Change Order No. 1.

November 19, 2014

PUBLIC WORKS-ENGINEERING **CHANGE ORDER**

To: Cornejo & Sons

Project: 2014 Utility Cut Repairs

Change Order No.: 1
Purchase Order No.: 440012
CHARGE TO OCA No.: 132035

Project No.: 472-85141
OCA No.: 132035/620631/636246/133116
PPN: 440012

Please perform the following extra work at a cost not to exceed $320,000.00

Additional Work: Over-run on various bid items to repair utility cuts for streets, driveways and sidewalks throughout town.

Reason for Additional Work: The City experienced a higher number of utility cuts in 2014. Unit prices also increased on average 18 percent.

CIP Budget Amount: $1,100,000.00 (132035)	Original Contract Amt.: $983,670.00
$ 7,200.00 (620631)	
$ 3,600.00 (636246)	
$ 4,000.00 (133116)	
Consultant: Staff	Current CO Amt.: $320,000.00
Exp. & Encum. To Date: $976,905.00	**Amt. of Previous CO's: $0.00**
	Total of All CO's: $320,000.00
CO Amount: $320,000.00	**% of Orig. Contract / 25% Max.: 32.53%**
Unencum. Bal. After CO: $0.00	**Adjusted Contract Amt.: $1,303,670.00**

Recommended By:

Steve Degenhardt, P.E. Date
Construction Division Manager

Approved:

Gary Janzen, P.E. Date
City Engineer

Approved:

Contractor Date

Approved

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

Sharon L. Dickgrafe Date
Interim Director of Law and City Attorney

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____
City Clerk

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Sharon L. Dickgrafe, Interim Director of Law

SUBJECT: Report on Claims for October, 2014

DATE: November 5, 2014

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

Cox Communications	$ 135.96
Orchard Park Lake Estates HOA	$2,615.00
Papineau, William	$8,911.93*

*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
December 2, 2014

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Adopt the resolution authorizing filing of grant application.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible Federal funds for the support of the City's transit services for Fiscal Year 2015 (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). Transit staff is holding a public hearing on December 1, 2014 and comments will be shared on December 2nd. Section 5307 non-capital funds are 80% Federal and 20% local match with the exception of operating funds which are 50% Federal and 50% local match.

Analysis: The proposed resolution authorizes the filing of an application for the following Federal funding at 80% Federal portion and 20% local portion: planning and project administration for administrative salaries and activities, ADA for paratransit van driver wages and IT costs, training for all transit employees, and preventive maintenance for vehicle and building maintenance. Operating assistance is the only activity requiring a 50% local match and covers activities such as: bus operator wages, purchased rides, and diesel and gasoline fuel. Wichita Transit has not yet been allocated its 2015 apportionment. This grant is asking for $2,650,196, which is the last of the 2014 apportionment that was $4,810,196 in total. The 2014 apportionment is $382,413 lese than the 2013 apportionment of $5,192,609. The decrease is due to slow population growth and density, and to a larger extent, a decrease in miles operated in 2012 when the westside routes were decreased from 3 to 2. Increased service implementations in 2014 on the westside is expected to increase the apportionment in two years if the population and density compares to other cities similarly to the way it compares today.

80% Federal Portion and 20% Local Match:

- Planning - $95,000
- Project Administration - $601,275
- Training - $25,000
- ADA - $601,275
- Preventative Maintenance - $1,400,000
- Security Equipment - $55,000 - 50% Federal Portion and 50% Local Match
- Operating - $856,312

Financial Consideration: The Federal share is $2,650,196, and the local match of $983,666 is included in the 2015 Adopted budget for the Transit Fund.

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

Recommendation/Actions: It is recommended that the City Council adopt the resolution and authorize the necessary signatures.

Attachments: Resolution

RESOLUTION NO. 14-342

**A RESOLUTION AUTHORIZING
THE FILING OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION,
AN OPERATING ADMINISTRATION OF THE
UNITED STATES DEPARTMENT OF TRANSPORTATION,
FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED
BY 49 U.S.C. CHAPTER 53, TITLE 23,
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE
FEDERAL TRANSIT ADMINISTRATION
TO SUPPORT FY 2015 SECTION 5307 PROJECTS**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: Preventive Maintenance, Training, Planning, Project Administration, ADA and Operating.

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

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.

2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.

3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

PASSED AND APPROVED THIS 2nd DAY OF December, 2014.

THE CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe, Interim Director of Law

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on December 2, 2014.

_____
Carl Brewer, Mayor

CITY OF WICHITA
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Eminent Domain Appeal Settlement – Joe W. Self, Jr. Real Estate, LLC (District II)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize the settlement in the amount of $787,000.

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 will require 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 or about November 22, 2013, the court appointed appraisers filed their award to the property owner in the amount of $3,500,000. 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 $500,000 to $3,500,000, based upon the lowest to highest appraisal valuation of the parties. The landowner's appraisers included a number of items which caused its valuations, in the City's opinion, to be very inflated.

Financial Considerations: The City has already paid into the Court the amount of $3,500,000. The approval of this settlement will result in the property owner refunding to the City the sum of $2,713,000.

Legal Considerations: The Law Department will approve as to form the necessary legal documents to effectuate this settlement with the District Court.

Recommendation/Action: It is recommended that the City Council authorize the settlement of $787,000.

Attachments: None

CITY OF WICHITA
City Council Meeting
December 2, 2014

TO: Mayor and City Council

SUBJECT: Eminent Domain Appeal Settlement – 5 Star Hotel Management Wichita, LLC (District II)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize the settlement in the amount of $300,000.

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 will require 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 or about November 22, 2013, the court appointed appraisers filed their award to the property owner in the amount of $142,000. The property owner 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 property owner between $175,000 to $3,216,000, given the lowest to highest valuation of the parties' appraisers. The reason for such a large spread in valuations is due to the landowner's appraisers giving considerable value to issues such as impact to access, parking, and traffic flow which the City would argue in court as not compensable.

Financial Considerations: The City has already paid into the Court the amount of $142,000. The approval of this settlement will result in the City tendering to the property owner the additional sum of $158,000.

Legal Considerations: The Law Department will approve as to form the necessary legal documents to effectuate this settlement with the District Court.

Recommendation/Action: It is recommended that the City Council authorize the settlement of $300,000.

Attachments: None

Second Reading Ordinances for December 2, (first read on November 25, 2014)

A. <u>SUB2013-00053 Plat of Wichita Crossing Addition Located on the Southeast Corner of K-96 Highway and Greenwich Road.</u> (District II)

ORDINANCE NO. 49-888

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.

B. <u>A14-06 Request by JEDCO, LLC to Annex lands Generally Located at the Northeast Corner of 31st Street South and 119th Street West.</u> (District IV)

ORDINANCE NO. 49-889

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A14-06)

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

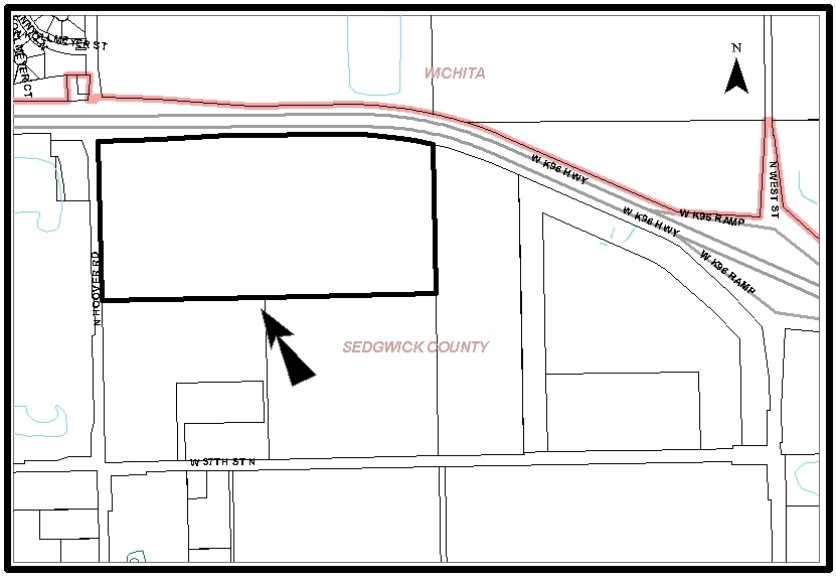
SUBJECT: SUB2014-00005 -- Plat of Hoover Industrial Park Addition located on the Southeast Corner of K-96 Highway and Hoover Road (County)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)



Background: The site, consisting of 36 lots on 75.43 acres, is located in the County adjoining Wichita's boundary. The applicant has requested that this plat remain in the County and be annexed upon the extension of city services. A zone change (ZON2013-00040) has been approved from Single-Family Residential (SF-20) to Limited Industrial (LI).

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petition for sewer, water, drainage and paving improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition,

Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Certificate of Petitions
Restrictive Covenant
Ordinance
Resolutions

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Fly High, Inc., a Kansas Corporation, owner of Hoover Industrial Park Addition, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements
4. Storm Water Drain Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Hoover Industrial Park Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 11th day of November, 2014.

Fly High, Inc.

By: Les Eck
Les Eck, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 11th day of November, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Les Eck as President of Fly High, Inc., a Kansas corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 11th day of November, 2014, by Fly High, Inc., a Kansas Corporation, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

HOOVER INDUSTRIAL PARK ADDITION
Lots 1 through 16, Block A
Lots 1 through 20, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", Hoover Industrial Park Addition, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, lakes, landscaping, drainage purposes, access, and utilities as confined to easements.

Reserve "A" shall be owned and maintained by the current owner, and/or their successors, assigns, and/or a Lot Owner's Association.

2. That a Lot Owner's Association may be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserve "A", as designated on the plat of Hoover Industrial Park Addition, shall be deeded to the Lot Owner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Lot Owner's Association being formed shall provide specific pertinent language requiring that the Lot Owner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserve "A", to Hoover Industrial Park Addition under the same scope of responsibility as the initial phase of development.

X

4. That the owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owners Association, as may be appropriate, and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owners Association, as may be appropriate, shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Hoover Industrial Park Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in HOOVER INDUSTRIAL PARK ADDITION, Sedgwick County, Kansas.

EXECUTED the day and year first written.

Fly High, Inc.

By: Les Eck

Les Eck, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 11th day of November, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Les Eck, as President of Fly High, Inc., a Kansas corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune
Notary Public

(My Appointment Expires:_____)

Approved as to form:

_____
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

(OCA150004 BID 37529-009 CID #76383)

Published in The Wichita Eagle on December 12th, 2014

ORDINANCE NO. 49-899

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

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

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

Case No. ZON2013-00040

Zone change request from SF-20 Single-family Residential to LI Limited Industrial on property described as:

Hoover Industrial Park Addition, Sedgwick County, Kansas.

Generally located on the southeast corner of K-96 Highway and Hoover Road.

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

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

ADOPTED this 9th day of December, 2014.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

132019

First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-344

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 544, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF K-96, EAST OF HOOVER) 468-85001** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 544, SOUTHWEST INTERCEPTOR SEWER (SOTUH OF K-96, EAST OF HOOVER) 468-85001** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 544, Southwest Interceptor Sewer (south of K-96, east of Hoover) 468-85001.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Five Hundred Thirty-Three Thousand Dollars ($533,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2014**, exclusive of the costs of temporary financing.

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

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against a portion of the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount One Hundred Twenty-Four Thousand Three Hundred Ninety-Seven Dollars ($124,397).

HOOVER INDUSTRIAL PARK ADDITION
Lots 1 through 16, Block A
Lots 1 through 20, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block A, and Lots 1 through 20, Block B, HOOVER INDUSTRIAL PARK ADDITION shall each pay 1/36 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis

of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into
two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis or re-assessed per the method established in a Re-spread Agreement submitted to the City of Wichita.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of December , 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-345

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **40TH STREET NORTH FROM THE WEST LINE OF THE PLAT EAST AND NORTH TO THE SOUTH LINE OF LOT 11, BLOCK B, AND ON 41ST STREET NORTH FROM THE SOUTH LINE OF LOT 11, BLOCK B, NORTH AND WEST TO THE WEST LINE OF HOOVER STREET (SOUTH OF K-96, EAST OF HOOVER) 472-85187** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **40TH STREET NORTH FROM THE WEST LINE OF THE PLAT EAST AND NORTH TO THE SOUTH LINE OF LOT 11, BLOCK B, AND ON 41ST STREET NORTH FROM THE SOUTH LINE OF LOT 11, BLOCK B, NORTH AND WEST TO THE WEST LINE OF HOOVER STREET (SOUTH OF K-96, EAST OF HOOVER) 472-85187** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **40th Street North from the west line of the plat east and north to the south line of Lot 11, Block B, and on 41st Street North from the south line of Lot 11, Block B, north and west to the west line of Hoover Street (south of K-96, east of Hoover) 472-85187.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Million One Hundred Forty-Seven Thousand Dollars ($1,147,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2014**, exclusive of the costs of temporary financing.

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

HOOVER INDUSTRIAL PARK ADDITION
Lots 1 through 16, Block A
Lots 1 through 20, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1

through 16, Block A, and Lots 1 through 20, Block B, HOOVER INDUSTRIAL PARK ADDITION shall each pay 1/36 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas this 2nd day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM

132019

First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-346

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 398 (SOUTH OF K-96, EAST OF HOOVER) 468-85000** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 398 (SOUTH OF K-96, EAST OF HOOVER) 468-85000** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 398 (south of K-96, east of Hoover) 468-85000.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Million One Hundred Thirty-Five Thousand Dollars ($1,135,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2013**, exclusive of the costs of temporary financing.

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

HOOOVER INDUSTRIAL PARK ADDITION
Lots 1 through 16, Block A
Lots 1 through 20, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

> That fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block A, and Lots 1 through 20, Block B, HOOVER INDUSTRIAL PARK ADDITION shall each pay 1/36 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those

property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of December 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

132019

First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-347

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90652 (SOUTH OF K-96, EAST OF HOOVER)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90652 (SOUTH OF K-96, EAST OF HOOVER)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90652 (south of K-96, east of Hoover).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Forty Thousand Dollars ($240,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2014**, exclusive of the costs of temporary financing.

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

HOOVER INDUSTRIAL PARK ADDITION
Lots 1 through 16, Block A
Lots 1 through 20, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block A, and Lots 1 through 20, Block B, HOOVER INDUSTRIAL PARK ADDITION shall each pay 1/36 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

City of Wichita
City Council Meeting
December 2, 2014

TO: Mayor and City Council

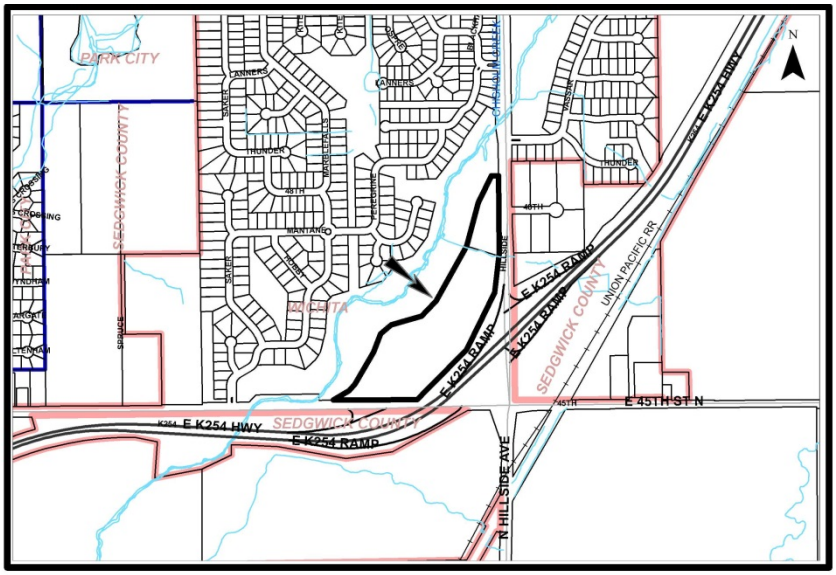
SUBJECT: SUB2014-00011 -- Plat of Falcon Falls 5th Addition located on the North Side of 45th Street North, on the West Side of Hillside (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)



Background: The site consists of 31 lots on 20.21acres. A portion of the site was approved for a zone change (ZON2014-00004) from Limited Commercial (LC) to Two-Family Residential (TF-3).

Analysis: Petitions, 100%, and a Certificate of Petitions have been provided for water, sewer and paving improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Certificate of Petitions
Restrictive Covenant
Ordinance
Resolutions

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Heights, LLC, a Kansas limited liability company, owner of Falcon Falls 5th Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Falcon Falls 5th Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 22nd day of October, 2014.

Heights, LLC

By: _____
Jay W. Russell, Managing Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 22nd day of October, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Managing Member of Heights, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Approved as to form:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 22nd day of October, 2014, by Heights, LLC, a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

FALCON FALLS 5TH ADDITION
Lots 1 through 31, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", and "B", Falcon Falls 5th Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, lakes, landscaping, sidewalks, berms, floodway purposes, and drainage purposes.

Reserve "B" is hereby reserved for open space, lakes, landscaping, sidewalks, berms, floodway purposes, drainage purposes, and utilities as confined to easements. No buildings shall be constructed or placed on or within said floodway, nor shall any fill, change of grade, creation of channel, or any other work be carried on without the permission of the Engineer for the appropriate governing body. FEMA floodplain and regulatory floodway boundaries are subject to periodic change, and such change may affect the intended land use with the subdivision.

Reserves "A" and "B" shall be owned and maintained by the homeowners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A" and "B", as designated on the plat of Falcon Falls 5th Addition, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

X

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A" and "B", to Falcon Falls 5th Addition under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.
and,

B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Falcon Falls 5th Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in FALCON FALLS 5TH ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Heights, LLC

By:_____
Jay W. Russell, Managing Member

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 22nd day of October, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Managing Member of Heights, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Approved as to form:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

(OCA150004 BID 37529-009 CID #76383)

Published in The Wichita Eagle on December 12, 2014

ORDINANCE NO. 49-900

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

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

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

Case No. ZON2014-00004

Zone change request from LC Limited Commercial to TF-3 Two-family Residential on property described as:

Lots 2 through 30, Block A, Reserves A and B, Falcon Falls 5th Addition, Wichita, Sedgwick County, Kansas.

Generally located on the North Side of 45th Street North, on the West Side of Hillside.

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

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

ADOPTED this 9th day of December, 2014.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

_____

Sharon Dickgrafe, Interim
Director of Law & City Attorney

132019

First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-348

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 14, MAIN 13, SANITARY SEWER NO. 23. (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE) 468-84998** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 14, MAIN 13, SANITARY SEWER NO. 23. (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE) 468-84998** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 14, Main 13, Sanitary Sewer No. 23 (north of 45th Street North, west of Hillside) 468-84998.**

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

SECTION 2. That the cost of the lateral sanitary sewer improvements provided for hereof is estimated to be **Twenty-Four Thousand Dollars ($24,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2014**, exclusive of the costs of temporary financing.

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

FALCON FALLS 5TH ADDITION
Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, FALCON FALLS 5TH ADDITION, shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those

property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day December. 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

132019

First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-349

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 15, MAIN 13, SANITARY SEWER NO. 23. (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE) 468-84999** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 15, MAIN 13, SANITARY SEWER NO. 23. (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE) 468-84999** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 15, Main 13, Sanitary Sewer No. 23 (north of 45th Street North, west of Hillside) 468-84999.**

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

SECTION 2. That the cost of the lateral sanitary sewer improvements provided for hereof is estimated to be **Two Hundred Four Thousand Dollars ($204,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2014**, exclusive of the costs of temporary financing.

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

FALCON FALLS 5TH ADDITION
Lots 2 through 31, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 31, Block A, FALCON FALLS 5TH ADDITION, shall each pay 1/30 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those

property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

132019

First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-350

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **45TH COURT NORTH, FROM THE NORTH LINE OF 45TH STREET NORTH, NORTH TO AND INCLUDING THE CUL-DE-SAC (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE) 472-85185** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **45TH COURT NORTH, FROM THE NORTH LINE OF 45TH STREET NORTH, NORTH TO AND INCLUDING THE CUL-DE-SAC (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE) 472-85185** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **45th Court North, from the north line of 45th Street North, north to and including the cul-de-sac (north of 45th Street North, west of Hillside) 472-85185.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Thirty-Four Thousand Dollars ($234,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2014**, exclusive of the costs of temporary financing.

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

FALCON FALLS 5TH ADDITION
Lots 17 through 31, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 17 through 31, Block A, FALCON FALLS 5TH ADDITION shall each pay 1/15 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 2nd day of

December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

132019

First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-351

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **HILLSIDE COURT (LOTS 2 THROUGH 17, BLOCK A) FROM THE WEST LINE OF HILLSIDE, WEST TO AND INCLUDING THE CUL-DE-SAC (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE) 472-85186** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **HILLSIDE COURT (LOTS 2 THROUGH 17, BLOCK A) FROM THE WEST LINE OF HILLSIDE, WEST TO AND INCLUDING THE CUL-DE-SAC (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE) 472-85186** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **Hillside Court (Lots 2 through 17, Block A) from the west line of Hillside, west to and including the cul-de-sac (north of 45th Street North, west of Hillside) 472-85186.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Thirty-Nine Thousand Dollars ($239,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2014**, exclusive of the costs of temporary financing.

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

FALCON FALLS 5TH ADDITION
Lots 2 through 16, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 16, Block A, FALCON FALLS 5TH ADDITION shall each pay 1/15 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided

into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 2nd day of

December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

132019

First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-352

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90650 (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90650 (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90650 (north of 45th Street North, west of Hillside).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Thirty-Eight Thousand Dollars ($38,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2014**, exclusive of the costs of temporary financing.

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

FALCON FALLS 5TH ADDITION
Lots 17 through 31, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 17 through 31, Block A, FALCON FALLS 5TH ADDITION shall each pay 1/15 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

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First Published in the Wichita Eagle on December 5th 2014

RESOLUTION NO. 14-353

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90651 (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90651 (NORTH OF 45TH STREET NORTH, WEST OF HILLSIDE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90651 (north of 45th Street North, west of Hillside).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-Two Thousand Dollars ($52,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2014**, exclusive of the costs of temporary financing.

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

FALCON FALLS 5TH ADDITION
Lots 2 through 16, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 16, Block A, FALCON FALLS 5TH ADDITION shall each pay 1/15 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

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SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY