REVISIONS:
Item 50 moved to New Business, Item 4a.

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. May 6, 2008

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 April 22, 2008

AWARDS AND PROCLAMATIONS

Proclamations:

- Israel Independence Celebration Day
- Assistance League Month
- Riverfest Week
- National Tourism Week
- Nurses Week

Presentations:

- Mini-MPA Certificates presented by Dr. John Wong, Interim Director WSU
- Student Ambassadors

PUBLIC AGENDA

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

None

COUNCIL BUSINESS

UNFINISHED COUNCIL BUSINESS

1. Cadillac Lake Area Development near 29th Street and Maize Road. (District V)

   RECOMMENDED ACTION: Approve the Dedication of land; approve the Letter of Agreement; authorize signatures for the Conservation Agreement; and approve the Wetland project.

2. Applications for Licenses:

   Renewals

After Dark Video	7805 West Kellogg Drive
After Dark Video	3721 South Broadway
After Dark Video	2809 North Broadway

   RECOMMENDED ACTION: Approve the licenses.

NEW COUNCIL BUSINESS

3. Termination and Release of Additional Guaranty, Airtechnics, Inc. (District II)

   RECOMMENDED ACTION: Approve the Ordinance and the acknowledgement of Termination and Release of Guaranty and authorize the necessary signatures.

4. Building Facade Improvements in the Core Area. (Districts I and VI)

   RECOMMENDED ACTION: Close the public hearing; find and declare, upon request of the Mayor that a public emergency exists, requiring the final passage of the ordinance on the date of their introductions; and adopt the maximum assessment ordinances and authorize the publication of the ordinances.

4a. Approve Building Facade Project in the Core Area. (District VI)

   RECOMMENDED ACTION: Close the public hearing on the finding of advisability, approve the project, adopt the Resolution, authorize the necessary signatures and establish a public hearing to levy assessments against the special assessment benefit district.

5. Ordinance Changes to the City of Wichita Plumbing Code (Title 21.04).

   RECOMMENDED ACTION: Approve first reading of the ordinance amending Title 21.04 of the Code of the City of Wichita.

6. Ordinance Amendments, Sections 3.49.040 and 3.49.130 regarding Emergency Wrecker Services.

   RECOMMENDED ACTION: Place the ordinance on first reading.

7. Pave parts of New Jersey Drive, Valley Forge Road and Brandywine Road, east of Oliver, north of 31st Street South. (District III)

   RECOMMENDED ACTION: Approve the Petition, adopt the Resolution, and authorize the necessary signatures.

8. Kellogg Frontage Road, between 135th Street West and 119th Street West. (District V)

   RECOMMENDED ACTION: Approve the project, approve the City/County/State Agreement, authorize the necessary signatures, and authorize the signing of County/State/Federal Agreements as required.

9. Mt. Vernon Improvement, between the Arkansas River and Broadway. (District III)

   RECOMMENDED ACTION: Approve the project, place the Amending Ordinance on First reading, and authorize the necessary signatures.

10. U.S. Geological Survey Joint Funding Agreement.

    RECOMMENDED ACTION: Approve the expenditures; authorize the Joint Funding Agreement with the USGS; and authorize the necessary signatures.

11. City of Wichita Intelligent Transportation System Project.

    RECOMMENDED ACTION: Approve the request from Transit Services to move forward with the ITS project; approve release of an RFP for a consultant contract; approve the expenditure of City funds for a required match on Federal Grant money; approve expenditure of the FFY2003 FHWA ITS Demonstration Fund; and approve the signing of the associated Supplemental Agreement.

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

12. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and IV)

Property Address	Council District
a. 1237 North Mathewson	I
b. 708 North Minneapolis	I
c. 731 North Minneapolis	I
d. 1138 North Ash	I
e. 1237 North Green	I
f. 1242 North Volutsia	I
g. 2027 North Minnesota	I
h. 411 West University	IV
i. 3811 West Taft	IV

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of May 6, 2008; (2) the structure has been secured as of May 6, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of May 6, 2008, as will be so maintained during renovation.

12a. Amend City Code Chapter 7.56, Regulating Smoking.

RECOMMENDED ACTION: Approve the amending ordinance.

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.

* Consent Items

13. A08-03R-Request by Ernie R. Kumpe, of Kumpe Development Inc. and Corwyn Oldfield, of American Inc. to annex land generally located northwest of 45th Street North and 135th Street West, (Island Annexation). (District V)

RECOMMENDED ACTION: Initiate the annexation process and adopt the resolution.

14. *ZON2004-48– Extension of time to complete the platting requirement for a zone changes from "SF-5" Single-Family to "LC" Limited Commercial. Generally located north of Kellogg and east of Maize Road. (District V)

    RECOMMENDED ACTION: Approve extended platting deadline of November 9, 2009.

15. *CUP2004-29 and CUP2004-30 (DP-277)and ZON2004-34, ZON2004-35-Extension of time to complete the platting requirement for the Bruce Brown Commercial Community Unit Plan and a zone change from "SF-5" and "SF-20" Single-Family Residential to "LC" Limited Commercial. Generally located east of Greenwich Road and ¼ mile south of 21st Street North. (District II)

    RECOMMENDED ACTION: Approve extended platting deadline of March 21, 2009.

16. *Request the name of "Berkeley Square Parkway" for an unnamed public street, associated with VAC2007-40. Generally located on the north side of 13th Street North and west of Greenwich Road. (District II)

    RECOMMENDED ACTION: Approve the new street name and the amended Vacation Order and authorize the necessary signatures.

17. *ZON2008-00009-City Zone Change from LC Limited Commercial ("LC") to GC General Commercial ("GC") subject to a Protective Overlay, generally located on the west side of Arkansas Avenue, 1/2 block south of 29th Street North. (District VI)

    RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay No. 209; and withhold publication of ordinance until conditions of the protective overlay are met; OR 2) Return the application to the MAPC for reconsideration.

18. *SUB2006-14-Plat of ACT Properties LLC Addition located on the southwest corner of Oliver and 37th Street North. (District I)

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

19. *SUB 2006-109-Plat of Living Word Outreach Addition located west of Hydraulic and north of MacArthur Road. (District III)

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

20. *SUB 2007-116-Plat of Lange Addition located on the east side of West Street and south of MacArthur Road. (District IV)

    RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the resolution, and approve first reading of the ordinance.

21. *SUB 2008-02-Plat of Kansas Truck Equipment Addition located on the west side of Tyler and north of Harry. (District IV)

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

22. *VAC2008-00007- Request to vacate the plattor's text to amend the uses allowed in a platted easement. Generally located south of Central Avenue, east of Rock Road. (District II)

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

23. *A08-04R-Request by Eugene Vitarelli, of Palladio Developers, Inc. to annex land generally located north of Pawnee Road, between 143rd Street East and 127th Street East. (District II)

    RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures.

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.

* Consent Items

Allan Murdock, Housing Member is also seated with the City Council.

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport 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.

*Consent items

24. *Runway Marking Grant Application, Colonel James Jabara Airport.

    RECOMMENDED ACTION: Approve the grant application and receipt of funds and authorize the Director of Airports to sign all the documents related to the grant.

25. *Airfield Electrical Replacement, Colonel James Jabara Airport.

    RECOMMENDED ACTION: Approve the capital project.

26. *Agreement - Garmin International.

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

COUNCIL AGENDA

COUNCIL MEMBER AGENDA

None

27. **COUNCIL MEMBER APPOINTMENTS**

RECOMMENDED ACTION: Approve the Appointments

CONSENT AGENDA

28. Applications for Licenses:

Renewals

GS Entertainment	dba Adult Super Store	5858 South Broadway

RECOMMENDED ACTION: Approve the licenses.

29. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2008	(Consumption off Premises)
Dzung Banh	K.C. Gas and Groceries #3	1955 South Washington
Brandon Diep	Speedway	565 South Market Street
Hisham Mubaidin	Wichita Petroleum Inc. dba Foodmart	7101 East Lincoln

Renewal	2008	(Consumption on Premises)
Robert Beltran	Tacos Mexican Fast Food*	1930 East Pawnee
Jose L. Mejia	El Jalisco Restaurant*	627 East 47th Street South
Troy Hendricks	Auburn Hills Golf Course*	443 South 135th West
Miguel Reyes	Rostizeria Los Reyes*	512 West 21st Street
Mui Fong Yu (Tam)	Tom's Lotus Garden*	822 South Broadway
Tammy Phan	Da Nang Restaurant Corp.*	1556 North Broadway

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

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

30. Preliminary Estimates:
    a. Lead Services Replacement (north of MacArthur, west of 119th Street West) (448-90382/636186/777577) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV) - $295,710.00
    b. Storm Water Drain #337 to serve Webb Business Park Addition (north of 37th Street North, west of Webb) (468-84431/751469/485360) Traffic to be maintained using flagpersons & barricades. (District II) - $419,000.00
    c. 2008 Sanitary Sewer Rehabilitation, Phase A (north of Harry Street, east of Meridian) (468-84484/620504/668623) Traffic to be maintained using flagpersons & barricades. (District I,II,III,VI) - $370,000.00
    d. Laguna/Glen Wood from the west line of Lot 7, Block 4 to the south line of Lot 12, Block 4; Sierra Hills from the south line of Laguna to the south line of Lot 1, Block 5; Glen Wood Court serving Lots 13 through 24, Block 5 from the east line of Glen Wood to and including the cul-de-sac; Laguna Circle serving Lots 2 through 12, Block 5 from the east line of Laguna to and including the cul-de-sac; Gilbert Court serving Lots 20 through 28, Block 4 from the south line of Gilbert to and including the cul-de-sac; Gilbert from the west line of Lot 28, Block 4 to the east line of Lot 20, Block 4 to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (472-84351/766206/490224) Does not affect existing traffic. (District II) - $478,900.00
    e. 24th Street from the west line of Monarch Landing 2nd Addition to the east line of Lot 1, Block 2; Chelmsford from the north line of 24th Street to the north line of Lot 13, Block 1; Ridgehurst/Ridgehurst Court from the north line of 24th Street to the east line of Lot 10, Block 3; Graystone/Graystone Court from the south line of Lot 6, Block 4 to the south line of 24th Street; Graystone Circle, serving Lots 39 through 52, Block 1, from the north line of 24th Street to and including the cul-de-sac to serve Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East) (472-84612/766202/490220) Does not affect existing traffic. (District II) - $703,740.00
    f. The cost of Grey Meadow, Grey Meadow Courts, Flat Creek and Flat Creek Court to serve Fox Ridge Addition (north of 29th Street North, west of Tyler). (472-84421/766100/490-117) (District V).
    g. The cost of Westlakes Parkway to serve Fox Ridge Addition (north of 29th Street North, west of Tyler). (472-84279/765996/490-113) (District V).
    h. The cost of construction of Water Distribution System to serve Rainbow Lakes West Addition (south of Central, east of 119th Street West). (448-90195/735320/470-991) (District V)
    i. The cost of Stafford, Cranbrook to serve Brentwood South Addition (north of Pawnee, east of Webb). (472-84476/766122/490-140) (District II).
    j. The cost of Bellechase, Spring Valley, Horseback, Horseback Court and Horseback Circle to serve Bellechase Addition (north of Harry, east of 127th Street East). (472-84426/766113/490-130) (District II).
    k. The cost of 143rd Street East from 21st Street North to the north line of 24th Street North to serve Krug North, Krug North 2nd, and East Side Community Church 2nd Additions (143rd Street north of 21st Street North). (472-83979/766115/490-132) (District II).
    l. The cost of Realigning McCormick from Leonine to K-42. (472-83831/706866/203-332) (District IV). – Total Estimated Cost $1,597,800.00
    m. The cost of Façade Improvement Program at 154 North Emporia (southeast corner of 1st and Emporia). (472-84497/766020/491-021) (District VI).
    n. The cost of construction of Water Distribution System to serve Pier 37 Addition (south of 37th Street North, west of Ridge). (448-90272/735350/470-023) (District V)

RECOMMENDED ACTION: Receive and file.

31. Petitions for Public Improvements:
    a. Construct Paving, Sanitary Sewer and Water Improvements in Angel Fire Addition, north of 47th Street South, east of West Street. (District IV)
    b. Sanitary Sewer to serve part of Regency Lakes Commercial Second Addition. (District II)
    c. 2008 Arterial Street and Bridge Design Contracts. (Districts II, IV, and V)

    RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

32. Agreements/Contracts:
    a. Library Custodial Cleaning Contracts. (District I)
    b. Staking in Edge Water Addition, south of 45th Street North, west of Hoover. (District V)-Supplemental
    c. Staking in Meadow Lake Beach Addition, north of 55th Street South, west of Clifton. (District III)-Supplemental.
    d. Kansas Department of Transportation for improvements to the Interchanges of I-235 at US-54 (Kellogg) and Central. (Districts IV, V, and VI)
    e. No Protest Agreement-Washington Street paving, south of 13th Street. (Districts I and VI)

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

33. Design Services Agreements:
    a. Country Hollow Addition, south of Kellogg, east of 127th Street East. (District II)
    b. Monarch Landing Second Addition, north of 21st Street, west of 159th Street East. (District II)

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

34. Change Order:
    a. Gypsum Creek Improvement, north of Pawnee, west of Woodlawn. (District III)

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

35. Property Acquisition:
    a. Partial Acquisition of 1519 South Oliver, Harry to Kellogg Road Project. (District III)

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

36. Minutes of Advisory Boards/Commissions
    Wichita Employee's Retirement Board/Police and Fire Retirement Board, March 6, 2008
    Board of Electric Appeals, March 25, 2008
    District VI Advisory Board, March 3, 2008
    Board of Code Standards and Appeals, March 3, 2008
    Wichita Airport Advisory Board, March 3, 2008
    Wichita Historic Preservation Board, March 10, 2008
    Board of Park Commissioners, February 11, 2008
    Board of Park Commissioners, March 10, 2008

    RECOMMENDED ACTION: Receive and file.

37. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)

Property Address	Council District
a. 546 North Madison	I
b. 537 North Estelle	I
c. 1212 North Wabash	I
d. 1301 North Indiana	I
e. 1123 North Spruce	I
f. 1102 North Green	I
g. 1201 North Green	I
h. 1323 North Volutsia	I
i. 2044 North Kansas	I
j. 3723 East Funston	III

RECOMMENDED ACTION: Adopt the resolutions to schedule public hearings before the City Council on June 17, 2008 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

38. Senior Management Report for February 2008.

RECOMMENDED ACTION: Receive and file.

39. Senior Management Report for March 2008.

RECOMMENDED ACTION: Receive and file.

40. Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of $18,840.91 as full settlement of all possible claims from the claimant arising out of the transactions which are the subject of this claim.

41. Payment of Condemnation Award (Case No. 07CV2640) Public Right-of-Way for Construction and Improvements of the Planned East 13th Street and North Mosley Intersection. (District VI)

RECOMMENDED ACTION: Authorize payment to the Clerk of the District Court in the amount of $73,647.00 for acquisition of property easements condemned in Case No. 07CV2640.

42. 2008 Amendments Self-Insurance Health Program-Summary Plan Descriptions.

RECOMMENDED ACTION: Approve the two 2008 Amendments to the Self-Insurance Health Program Summary Plan Description and authorize appropriate signatures.

43. Notice of Intent to Use Debt Financing-Airfield Electrical Replacement, Colonel James Jabara Airport.

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

44. Public Exigency - Aquifer Storage and Recovery Test Wells.

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval of the project.

45. 2007 Aquifer Storage and Recovery Accounting Model and Report.

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

46. Grant Application – Mental Health Court.

RECOMMENDED ACTION: Approve the grant application and authorize the Mayor to sign the grant application and grant assurances.

47. Emergency Replacement Sound System, Lawrence Dumont Stadium.

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

48. Substitute Project Resolution.

RECOMMENDED ACTION: Adopt the resolution authorizing a portion of the cost of certain public improvements to be financed by the City's General Obligation Renewal and Improvement Temporary Notes, Series 222 and authorize the necessary signatures of certificates and other documents as are necessary to carry out the purposes of the resolution.

49. Sale of Remnant of 428-434 South Oliver. (District II)

RECOMMENDED ACTION: Approve the Real Estate Purchase Contract and authorize all necessary signatures.

(Item 50 moved to New Business, Item 4a)

50. Approve Building Facade Project in the Core Area. (District VI)

51. Community Events, 2008 Wichita River Festival.

RECOMMENDED ACTION: Approve the request for the permit for Wichita Festivals, Inc. 2008 River Festival taking place May 9-17, 2008.

52. Second Reading Ordinances: (First Read April 22, 2008)
    a. Abatement of Dangerous and Unsafe Structures. (Districts I, III, and IV)

       An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (building condemnation-demolition) under the provision of sections 18.16.010 to 18.16.090 of the code of the city of Wichita, Kansas.

       An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (building emergency board-up) under the provision of sections 18.16.010 to 18.16.090 of the code of the city of Wichita, Kansas.

    b. Nuisance Abatement Assessments. (Districts I, III, IV, and VI)

       An ordinance making a special assessment to pay for the cost of abating certain public health nuisances (lot clean up) under the provision of section 7.40.050 of the code of the city of Wichita, Kansas, be it ordained by the governing body of the city of Wichita, Kansas.

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow in the first floor board room

ATTACHMENT "B"

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 2008, by CITY OF WICHITA, KANSAS, having an address of City Hall, 13th Floor, 455 North Main Street, Wichita, Kansas 67202, c/o City Manager ("Grantor") to the _____ having an address of _____ ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined), and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple title of certain lands situated in Sedgwick County, Kansas, more particularly described in Exhibit A, attached hereto and incorporated herein ("Property"), and

WHEREAS, Department Permit No. _____ of the U.S. Army Corps of Engineers ("Corps") (hereinafter referred to as the "Permit") authorizes certain activities which affect waters in or of the State of Kansas and waters of the United States; and

WHEREAS, the permit requires that Grantor preserve, enhance, restore, or mitigate wetlands or uplands located on the Property and under the jurisdiction of the Grantee and/or the Corps; and

WHEREAS, Grantor, in consideration of the issuance of the permit to construct and operate the permitted activity, and as an inducement to Grantee and the Corps to issue the Permit, is willing to grant a perpetual Conservation Easement, as defined in Section 58-3810, Kansas Statutes, over the Property; and

NOW THEREFORE, in consideration of the above and mutual covenants, terms conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual Conservation Easement for and in favor of Grantee upon the property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Purpose:** The purpose of this Conservation Easement is to retain and maintain land or water areas on the Property in their natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife. Those wetland or upland areas that are to be restored, enhanced, or created pursuant to the Permit shall be retained and maintained in the restored, enhanced, or created condition required by the Permit.

2. **Rights of Grantee:** To carry out this purpose, the following rights are conveyed to Grantee and the Corps by this easement:

a. The right to take action to preserve and protect the environmental value of the Property; and

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. **Prohibited Uses:** Except as otherwise required, permitted, or contemplated by the Permit or the site plan(s) for the Property approved by the Corps and except as otherwise directed by the Corps, the following activities are prohibited on the Property:

a. Except as expressly set forth in Section 4 below, construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance, exotic, or non-native vegetation;

d. Planting of nuisance, exotic, or non-native plants;

e. Exploration for oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, and fencing; and

h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas.

4. **Reserved Rights:** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any Corps rule, criteria, permit, or the intent and purposes of this Conservation Easement. Grantor expressly reserves the right to provide public access to the Property for purposes of creating an “outdoor educational classroom”, to include non-invasive components consistent with the conservation purposes of this Conservation Easement such as walking trails, fishing access, a lookout tower and interpretative signage.

5. **Hazardous Waste:** Grantor covenants and represents that no hazardous substances or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks on the Property.

6. **Enforcement Discretion:** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee and the Corps, and any forbearance on behalf of Grantee or the Corps to exercise its or their rights hereunder in the event of any breach by Grantor shall not be deemed or construed to be a waiver of rights.

7. **Venue:** Venue to enforce the terms of this Conservation Easement shall be in Sedgwick County, Kansas.

8. **Recording in Land Records:** Grantor shall record this Conservation Easement in the official records of Sedgwick County, Kansas, and shall re-record it at any time Grantee or the Corps may require to preserve their rights. Grantor shall pay all recording costs and taxes necessary at any time to record this Conservation Easement in the public records.

9. **Assignment of Rights:** Grantee shall hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement, except to another legal entity qualified to hold such interests under applicable state and federal laws, and committed to holding this Conservation Easement exclusively for the purposes stated herein. Grantee shall notify the Corps in writing of any intention to reassign this Conservation Easement to a new grantee and the Corps must accept the assignment in writing. The new grantee shall then deliver a written acceptance to the Corps. The assignment instrument must then be recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the assignment instrument must be furnished to the Corps. Failure to comply with the assignment procedure herein stated shall result in invalidity of the assignment.

10. **Transfer of Ownership:** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor shall provide a photocopy of the recorded Conservation Easement to the new owner to Grantee and Corps, together with the requisite notice of permit transfer.

11. **Successors:** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

12. **Notices:** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Severability:** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

14. **Alteration or Revocation:** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors in interest, which shall be filed in the public records of Sedgwick County, Kansas.

15. **Controlling Law:** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Kansas.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the property.

GRANTOR FURTHER COVENANTS that Grantor is lawfully seised of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and that no mortgages or other liens exist; that Grantor has good right and lawful authority to convey this Conservation Easement, and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Conservation Easement as of the date first written above.

GRANTOR:

CITY OF WICHITA

By: _____

Name: _____

Its: _____

GRANTEE:

_____

By: _____

Name: _____

Its: _____

Exhibit A

Legal Description

April 21, 2008

Mayor Carl Brewer
City of Wichita
City Hall, First Floor
MS 1-135
455 N. Main
Wichita, Kansas 67202

RE: U.S. Army Corps of Engineers Permit No. NWK-2007-00133 (the "Permit") by and between East Side Investments, LLC ("Eastside"), Newmarket V, LLC ("Newmarket V") and the City of Wichita ("City")

Dear Mayor Brewer,

On behalf of Eastside and Newmarket V, we would like to express our sincerest gratitude for your efforts in helping secure the Permit for the proposed development and drainage improvement project to be constructed at the intersection of 29th and Maize. We understand that you received a copy of the final Permit signed by all applicants and the Corps. Representatives of Eastside and Newmarket V are readily available to answer any questions or address any concerns you or your staff may have at this time or anytime going forward.

As we have discussed in connection with the City's execution of the Permit, there are certain "Special Conditions" that have been incorporated into the Permit, conditions which the City, Eastside and Newmarket V have reviewed. One of these Special Conditions, number 3, addresses compliance with "The Cadillac Lake Drainage Improvement District's Proposed Cadillac Lake and Cowskin Creek Wetland Mitigation Plan." While the parties have agreed in the Developers' Agreement dated March 20, 2007 upon the allocation of responsibility for required mitigation in the Cadillac Lake basin, the proposed arrangement for the Cowskin Creek mitigation activities has been agreed upon among the City, Eastside, and Newmarket V, but not yet documented.

This letter will confirm that the City will be responsible for all mitigation efforts required by the Permit on the Cowskin Creek mitigation site and that Eastside and Newmarket V will contribute $150,000.00 each to the City for purposes of assisting the City in complying with such Cowskin Creek mitigation activities. The costs of preparing the mitigation study ($15,000.00) and of imposing the Corps-required conservation easement ($5,000.00) have been or will be paid by Eastside and Newmarket V and will therefore be cumulatively credited towards such contribution (with a $10,000.00 credit for each of Eastside and Newmarket V). Payment will be tendered within ten (10) days of the City Council's approval of this letter and your execution of the same.

Once again, we appreciate the time, energy and efforts you have given this important project and we look forward to continuing to work with the City on other projects in the near future.

Sincerely,

Jerry Jones, Newmarket V

Christian Ablah, Eastside

Agreed and Accepted:

_____
Mayor Carl Brewer, City of Wichita

2352210v8

REVISED-05-05-2008

Agenda Item No. 1.

City of Wichita
City Council Meeting
May 06, 2008

TO: Mayor and City Council

SUBJECT: Cadillac Lake Area Development Near 29th and Maize Road

INITIATED BY: Public Works Department

AGENDA: Unfinished Business

Recommendation: Approve the land dedication, the Letter of Agreement, signatures on the Conservation Easement, and the Wetland Project

Background: On March 20, 2007, the City Council approved a Development Agreement with NewMarket V, LLC; East Side Investments, LLC; and Bruce A. and Esther L. Pearson concerning certain properties generally located on the east and west sides of Maize Road, south of 29th Street North. The proposal called for the development of commercial properties along Maize Road which would result in the loss of some federally protected wetlands in the body of Cadillac Lake. For the project to proceed, it was necessary to secure a 404 Permit from the U.S. Army Corps of Engineers.

As the City was concerned about protecting properties located in Chadsworth and other downstream subdivisions from increased flooding due to the development of ground in the Cadillac Lake Drainage Basin, the City elected to join with the developers noted above to develop a joint project that would accomplish the following: mitigate the loss of wetlands due to the proposed development; construct stormwater detention facilities on property to be donated to the City upstream of Chadsworth Subdivision; and allow additional development to occur in the basin without increasing the flood threat.

In addition to approving the Development Agreement, on November 20, 2007, the Council approved a drainage petition that outlined the financial responsibilities of the parties. On December 4, 2007, the Council approved a letter of intent with the Lowe's Company to allow them to go forward with grading and site preparation upon issuance of the 404 Permit by the Corps. On April 15, 2008, the Council approved a design contract with Poe and Associates for the design of the wetland mitigation and stormwater detention project, also subject ot the issuance of the 404 Permit.

As a part of the 404 Permit Application, the City and its development partners proposed additional wetland mitigation offsite at property which is a part of Water Utilities Cowskin Creek Water Reclamation Facility, located near 37th Street North and 135th Street West. As a part of the location of the treatment plant on this site, Water Utilities proposed to develop the southwest portion of the site (about 30 acres) into an wetland educational area. To date, however, only about 5 acres has been developed. This project will result in the private developers donating $300,000 to Water Utilities that will allow them to further develop an additional 20 acres of wetland. This development is a condition of the 404 Permit as is the requirement that the City grant a Conservation Easement that will forever protect this portion of the site as wetlands and will stipulate that the Kansas Alliance for Wetlands and Streams,

a third party group, will monitor the wetland conditions for five years after construction. The Corps and the Kansas Alliance will continue to have inspection and enforcement authority thereafter.

On Monday, April 21, 2008, the 404 Permit applicants received a proffered 404 Permit from the Corps of Engineers. The terms and conditions of said proposed permit have been reviewed and found to be acceptable to all. The final permit was issued by the Corps on Wednesday, April 23, 2008.

Analysis: In order to make this project a reality and to meet the conditions of the Development Agreement and the 404 Permit, the following must now happen:

1. The City Council must accept the dedication of the west 54 acres of the Pearson property, with deed restrictions, on which a portion of the wetland mitigation and all of the storm water detention project will be constructed. (see attached Deed and Deed Restrictions)

2. The City Council must approve the attached Letter of Agreement between the City and the private developers concerning the Wetland project at the Cowskin Water Reclamation Facility and the transfer of funds to the City to allow said construction. (see attached Letter of Agreement)

3. Authorize the appropriate signatures to execute the Conservation Easement on behalf of the City once the funds, identified in the Letter Agreement, have been received by the City. (see attached Conservation Easement)

4. ***The City Council must approve the establishment of a project by Water Utilities to construct an additional 20 acres of wetlands at the Cowskin Creek Water Reclamation Facility using the funds to be donated by East Side Investments and New Market V for said purpose.***

Financial Considerations: The financial mechanisms necessary to construct this project have been previously approved by the City Council on March 20 and November 20, 2007, with the exception of the wetland work to be completed at the Cowskin Creek Water Reclamation facility. That work will be funded as indicated in the Letter of Agreement.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a flood hazard mitigation project for the Westlink Tributary to Cowskin Creek and the Quality of Life goal by permanently establishing wetland areas in our community.

Legal Considerations: The Law Department has reviewed and approved the dedication documents as well as the attached Conservation Easement and Deed Restrictionss.

Recommendation/Action: Approve the Dedication of land, approve the Letter of Agreement, authorize signatures for the Conservation Agreement, and approve the Wetland project.

Attachments: 1) Deed and Deed Restrictions
2) Letter of Agreement
3) Conservation Easement

ORDINANCE NO. __-___

OF THE

THE CITY OF WICHITA, KANSAS

RELATING TO:

$3,475,000
CITY OF WICHITA, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES II, 2001
(AIRTECHNICS, INC.)

(Published in *The Wichita Eagle*, May 16, 2008)

ORDINANCE NO. __-___

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AUTHORIZING EXECUTION AND DELIVERY OF, AND CONSENTING TO, A TERMINATION AND RELEASE OF GUARANTY BY THE BANK OF NEW YORK TRUST COMPANY, N.A., ST. LOUIS, MISSOURI, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE.

WHEREAS, the City of Wichita, Kansas (the "Issuer") has authorized and issued its industrial revenue bonds designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2001 (Airtechnics, Inc.)" in the aggregate principal amount of $3,475,000 (the "Real Estate Bonds") pursuant to a certain Real Estate Trust Indenture dated as of May 1, 2001 as amended by a First Amendment to Real Estate Trust Indenture dated as of March 1, 2002, a Second Amendment to Real Estate Trust Indenture dated as of March 1, 2005 and a Third Amendment to Real Estate Trust Indenture dated as of January 1, 2007 (collectively, the "Real Estate Indenture"), all by and between the Issuer and The Bank of New York Trust Company, N.A., a national banking association organized and existing and authorized to accept and execute trusts of the character therein described under the laws of the United States with its office located in St. Louis, Missouri, and successor in interest to INTRUST Bank, N.A., as Trustee (the "Trustee"), for the purpose of purchasing, acquiring and constructing a new manufacturing facility located in the City of Wichita, Kansas (the "Real Estate Project"); and

WHEREAS, the Issuer has acquired title to all of the Real Estate Project and is leasing the Real Estate Project to Mann Properties, L.L.C., a Kansas limited liability company, (the "Tenant"), pursuant to the Real Estate Lease dated as of May 1, 2001 (the "Real Estate Lease") between the Issuer and Tenant; and

WHEREAS, the Tenant is subleasing its interest in the Real Estate Project to Airtechnics, Inc., a Kansas corporation (the "Subtenant"), pursuant to a certain sublease dated May 1, 2001, as amended by an Amendment to Sublease Agreement dated as of March 31, 2005, and to be further amended by a Second Amendment to Sublease Agreement, currently being negotiated by the parties thereto (collectively, the "Sublease"); and

WHEREAS, payment of the principal of, premium, if any, and interest on the Real Estate Bonds is jointly, severally and unconditionally guaranteed to the Trustee, for the benefit of the owners of the Real Estate Bonds, by Airtechnics, Inc., a Kansas corporation (the "Additional Guarantor") pursuant to the terms of a Real Estate Guaranty Agreement dated as of May 1, 2001 (the "Guaranty Agreement"); and

WHEREAS, pursuant to a separate Real Estate Individual Guaranty Agreement dated as of May 1, 2001 (the "Real Estate Individual Guaranty Agreement") Ronald D. Mann and Barbara L. Mann, as individual guarantors (the "Individual Guarantors") have jointly, severally and unconditionally guaranteed to

the Trustee, for the benefit of the owners of the Real Estate Bonds, the payment of the principal of, premium, if any, and interest on the Real Estate Bonds; and

WHEREAS, pursuant to Section 6.3 of the Guaranty Agreement, the Additional Guarantor may be released from its obligations under the Guaranty Agreement with the written consent of the owners of 100% of the Real Estate Bonds; and

WHEREAS, the Trustee has received written consent of the owners of 100% of the Real Estate Bonds to the termination of the Guaranty Agreement and discharge of the obligations of the Additional Guarantor; and

WHEREAS, the Real Estate Bonds will continue to be unconditionally guaranteed by the Individual Guarantors to the Trustee for the benefit of the owners of the Real Estate Bonds; and

WHEREAS, the Issuer finds it necessary to acknowledge and consent to the Termination and Release of Guaranty and to acknowledge and consent to the proposed amendment of the Sublease.

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 used but not otherwise defined here shall have the meanings given them in the Real Estate Indenture.

Section 2. Authorization of Termination and Release of Guaranty. The Issuer is authorized to acknowledge and consent to the Termination and Release of Guaranty, in substantially the form presented to the governing body of the Issuer with this Ordinance, and under which the Additional Guarantor is discharged of its obligations under the Guaranty Agreement and the Guaranty Agreement is terminated and released.

Section 3. Acknowledgment of the Termination and Release of Guaranty. The Issuer hereby acknowledges termination and release of the Guaranty Agreement and provides that any documents relating to the Real Estate Bonds referring to such Guaranty Agreement are accordingly amended. The Mayor or Vice Mayor of the Issuer is authorized to execute an acknowledgment of the Termination and Release of Guaranty for and on behalf of and as the act and deed of the Issuer in substantially the form as it is presented today with such minor corrections or amendments thereto as the Mayor or Vice Mayor of the Issuer shall approve, which approval shall be evidenced by his 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 or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the acknowledgment of the Termination and Release of Guaranty on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are 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 Termination and Release of Guaranty, all as necessary to carry out and give effect to the transaction contemplated by this Ordinance and the Termination and Release of Guaranty.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the Issuer, and publication once in the official newspaper of the Issuer.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas this 13th day of May, 2008.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl A. Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By_____
Gary Rebenstorf, City Attorney

TERMINATION AND RELEASE OF GUARANTY

THIS TERMINATION AND RELEASE OF GUARANTY (the "Release") dated the 28th day of May, 2008, (the "Effective Date") is given by The Bank of New York Trust Company, N.A., a national banking association organized under the laws of the United States, with its principal office in St. Louis, Missouri, and as successor in interest to INTRUST Bank, N.A. as Trustee (the "Trustee"), for the Guaranty Agreement defined herein.

WITNESSETH:

WHEREAS, the City of Wichita, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (the "Issuer") has issued its Taxable Industrial Revenue Bonds, Series II, 2001 (Airtechnics, Inc.) (the "Real Estate Bonds") dated May 1, 2001; and

WHEREAS, the Real Estate Bonds are payable solely from the Trust Estate created by the Indenture (defined herein), including money and revenue received from the fees charged and Basic Rent received pursuant to a certain Real Estate Lease dated as of May 1, 2001 (the "Lease") with Mann Properties, L.L.C., a Kansas limited liability company, as Tenant, for the use of the Project described in the Lease; and

WHEREAS, payment of the principal of, premium, if any, and interest on the Real Estate Bonds is jointly, severally and unconditionally guaranteed by Airtechnics, Inc., a Kansas corporation (the "Additional Guarantor") pursuant to the terms of a Real Estate Guaranty Agreement dated as of May 1, 2001 (the "Guaranty Agreement"); and

WHEREAS, payment of the principal of, premium, if any, and interest on the Real Estate Bonds is jointly, severally and unconditionally guaranteed pursuant to a separate Real Estate Individual Guaranty Agreement dated as of May 1, 2001 (the "Real Estate Individual Guaranty Agreement") between Ronald D. Mann and Barbara L. Mann, as individual guarantors (the "Individual Guarantors") and the Trustee; and

WHEREAS, the payment of the principal of, premium, if any, and interest on the Real Estate Bonds will continue to be unconditionally guaranteed by the Individual Guarantors to the Trustee for the benefit of the owners of the Real Estate Bonds, pursuant to the Real Estate Individual Guaranty Agreement; and

WHEREAS, the Trustee has been designated as such pursuant to the terms of a certain Real Estate Trust Indenture dated as of May 1, 2001 (the "2001 Indenture"), as amended by a First Amendment to Real Estate Trust Indenture dated as of March 1, 2002 (the "First Amendment"), a Second Amendment to Real Estate Trust Indenture dated as of March 1, 2005 (the "Second Amendment") and a Third Amendment to Real Estate Trust Indenture dated as of January 1, 2007 (the "Third Amendment"), each by and between the Issuer and the Trustee, and under such 2001 Indenture, as amended by the First

Amendment, Second Amendment and Third Amendment (collectively the "Indenture") the Trustee is authorized and empowered to perform the duties of the Issuer and to make disbursements as required thereunder and to perform, insofar as it legally can, all acts otherwise required of the Issuer in connection with the Indenture and the Lease; and

WHEREAS, under the Indenture, all of the right, title and interest of the Issuer for the purpose of exercising the rights and performing and carrying out the duties and obligations of the Issuer under the Lease (to the extent that such rights and duties may be lawfully assigned by the Issuer and excepting the Issuer's right to indemnity, and such other rights and duties which, in the context in which they appear in the Lease, are capable of being exercised or performed only by the Issuer) have been assigned to the Trustee to secure the payment of said Real Estate Bonds; and

WHEREAS, pursuant to Section 6.3 of the Guaranty Agreement, the Additional Guarantor maybe discharged of its obligations under the Guaranty Agreement only with the written consent of the owners of 100% of the Real Estate Bonds; and

WHEREAS, the owners of 100% of the Real Estate Bonds have consented in writing to the termination and release of the Guaranty Agreement and to the discharge of the obligations of the Additional Guarantor under the Guaranty Agreement and that consent of the owners has been delivered to the Trustee; and

WHEREAS, it is thus necessary to provide for the release and termination of the Guaranty Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the Trustee agrees that the Guaranty Agreement is hereby terminated and released and that the Additional Guarantor is discharged of its obligations under the Guaranty Agreement.

[Remainder of Page Intentionally Left Blank]

ACKNOWLEDGMENT AND ACCEPTANCE OF TRUSTEE

I, Jennifer Ericson, a duly authorized, qualified and acting Assistant Vice President of The Bank of New York Trust Company, N.A., do hereby acknowledge, accept and agree to the above and foregoing Termination and Release of Guaranty.

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

By_____
Jennifer Ericson, Assistant Vice President

ACKNOWLEDGMENT

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

BE IT REMEMBERED that on this _____ day of May, 2008, before me, a notary public in and for said County and State, came Jennifer Ericson, duly authorized Assistant Vice President of The Bank of New York Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said association, and such person duly acknowledged the execution of the same to be the act and deed of said association.

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

_____
Notary Public in and for
said County and State

My Appointment Expires:

_____

ACKNOWLEDGMENT OF ADDITIONAL GUARANTOR

The Additional Guarantor acknowledges the foregoing Termination and Release of Guaranty.

AIRTECHNICS, INC.

By_____
Ronald D. Mann, Chief Executive Officer

ATTEST:

By_____
Barbara L. Mann, Treasurer

ACKNOWLEDGMENT OF ISSUER

The Issuer acknowledges the foregoing Termination and Release of Guaranty.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl A. Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

BONDHOLDER CONSENT TO RELEASE AND TERMINATION OF A REAL ESTATE GUARANTY AGREEMENT BY AND BETWEEN AIRTECHNICS, INC. AS ADDITIONAL GUARANTOR AND THE BANK OF NEW YORK TRUST COMPANY, N.A., AS SUCCESSOR TRUSTEE AND RELATED TO THE CITY OF WICHITA, KANSAS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES II, 2001 (AIRTECHNICS, INC.)

I am an authorized agent of INTRUST Bank, N.A, Wichita, Kansas ("Bondholder"), the owner of 100% of the Outstanding City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2001 (Airtechnics, Inc.) (the "Real Estate Bonds"), as shown on the records of The Bank of New York Trust Company, N.A., St. Louis, Missouri, and successor in interest to INTRUST Bank, N.A. as Trustee (the "Trustee"). Under the terms of a Real Estate Guaranty Agreement dated as of May 1, 2001 (the "Guaranty Agreement"), payment of the principal, interest, and premium, if any, on the Real Estate Bonds was guaranteed to the Trustee, for the benefit of the owners of the Real Estate Bonds, by Airtechnics, Inc., the Additional Guarantor named in the Guaranty Agreement. The Bondholder attests and confirms by its signature below that Bondholder has the requisite authority to make this consent with respect to the Real Estate Bonds. Bondholder has been advised of the Termination and Release of Guaranty (the "Termination") terminating the Guaranty Agreement and releasing the Additional Guarantor from its obligations under the Guaranty Agreement. Bondholder has received a copy of the Termination, as proposed, with respect to all Outstanding Real Estate Bonds and Bondholder hereby consents and agrees to the proposed Termination, terminating the Guaranty Agreement and releasing Airtechnics, Inc., as Additional Guarantor from its obligations under the Guaranty Agreement. The Real Estate Bonds will continue to be unconditionally guaranteed by Ronald D. Mann and Barbara L. Mann, as individual guarantors (the "Individual Guarantors") pursuant to a separate Real Estate Individual Guaranty Agreement dated as of May 1, 2001 between the Individual Guarantors and the Trustee.

[Remainder Of Page Intentionally Left Blank]

INTRUST Bank, N.A.
Wichita, Kansas

By:_____ _____
Robert P. Harmon, Senior Vice President Date

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of May, 2008, before me, a notary public in and for said County and State, came Robert P. Harmon, Senior Vice President of INTRUST Bank, N.A., of Wichita, Kansas, a national banking association duly organized and existing under and by virtue of the laws of the United States, who is personally known to me to be the same person who executed the within instrument on behalf of said association and such person duly acknowledged the execution of the same to be the act and deed of said association.

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

_____
Notary Public in and for
said County and State

My Appointment Expires:

Agenda Item No. 3.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Termination and Release of Additional Guaranty (Airtechnics, Inc.) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the termination and release and place Ordinance on First Reading.

Background: On May 1, 2001, City Council approved issuance of IRBs totaling $3.475 million for Airtechnics, Inc., a manufacturer and distributor of electronic components for the aircraft industry. The City Council also approved a 100% tax exemption for a term of five years, plus an additional five years subject to City Council review. Bond proceeds were used to finance the construction and equipping of a new manufacturing, warehouse, administrative, and sales facility located at 3851 N. Webb Road.

On December 31, 2006, the initial five-year period for tax exemption expired. On November 21, 2006, City Council approved extension of the property tax exemption for a term of one year because the company had fallen short of its job commitment. On November 20, 2007, City Council approved the remaining four-years of tax exemption as Airtechnics had subsequently exceeded their five-year commitment for job creation.

On February 5, 2002, March 8, 2005 and January 9, 2007, City Council approved amendments to the Ordinances and related bond documents to restructure debt service payments in accordance with lower interest rates agreed to between the IRB Tenants and Bondholders.

Analysis: Airtechnics is requesting the termination and release of the additional guaranty that exists on the Real Estate Bonds. The release of the guaranty will allow Airtechnics to remain competitive and viable in the future by simplifying potential future acquisition of the company. There are currently two separate guarantees on the bond financed property. Ronald and Barbara Mann, owners of Mann Properties, are individual guarantors to the bonds; Airtechnics is the additional guarantor for payment of the bonds. The property is currently leased to Mann Properties, LLC and subleased to Airtechnics.

Intrust Bank, NA is the bondholder and owner of 100% of the bonds and has agreed to the termination of the guaranty agreement and release of Airtechnics, Inc., as additional guarantor from its obligations under the guaranty agreement. The real estate bonds will continue to be guaranteed by Ronald and Barbara Mann pursuant to a separate real estate individual guaranty agreement dated May 1, 2001.

Financial Considerations: There is no financial impact to the City by the termination and release of the additional guaranty.

Goal Impact: Economic Vitality and Quality of Life. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City Attorney's Office has reviewed and approved the Ordinance and documents as to form.

Recommendation/Actions: It is recommended that the City Council adopt the Ordinance and the acknowledgement of Termination and Release of Guaranty and authorize the necessary signatures.

Attachments: Ordinance, Termination of Release and Guaranty, Bondholder Consent

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* May 6, 2008, of an ordinance entitled:

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 08-218 OF THE CITY (FARMERS & BANKERS BUILDING FACADE IMPROVEMENT DISTRICT).

The general nature of such emergency is to enable the immediate commencement of facade improvements within the benefit district.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on May 6, 2008.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

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AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 08-216 OF THE CITY (KAUFMAN BUILDING FACADE IMPROVEMENT DISTRICT).

The general nature of such emergency is to enable the immediate commencement of facade improvements within the benefit district.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on May 6, 2008.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* May 6, 2008, of an ordinance entitled:

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 08-217 OF THE CITY (LANDMARK BUILDING FACADE IMPROVEMENT DISTRICT).

The general nature of such emergency is to enable the immediate commencement of facade improvements within the benefit district.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on May 6, 2008.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

ORDINANCE NO. _____

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 08-218 OF THE CITY (FARMERS AND BANKERS BUILDING FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 08-218 of the City of Wichita, Kansas (the "City") adopted on April 22, 2008, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the " Improvements"):

Facade Improvements at 201 East 1st Street abutting public ways, including 1st Street, Market Street and alley right-of-way (north of 1st, east of market).

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements after providing notice of such hearing as required by K.S.A. 12-6a09; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements. If any property owner elects to prepay the maximum assessment as provided in Section 2 and the final cost of the completed Improvements as determined by the Governing Body is less than the estimated cost of the Improvements used to determine the maximum assessments, the City Clerk shall mail a check to the then current owner of the property for the difference.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by the Prepayment Date (as defined herein), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments. The "Prepayment Date" shall be June 6, 2008, unless the Prepayment Date is extended by a motion,

resolution or ordinance of the City, following which notice of the extended Prepayment Date shall be mailed to the owners of record of all property in the improvement district.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the assessments which have not been paid by the Prepayment Date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on May 6, 2008.

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

Farmers & Bankers Building Facade Improvement District

Property Subject to Assessment	Proposed Maximum Assessment
Lot 50 on Market Street, in Greiffenstein's Original Town Wichita, Sedgwick County, Kansas Tax Key #A-75	$122,500.00
Lot 52 on Market Street, in Greiffenstein's Original Town Wichita, Sedgwick County, Kansas Tax Key #A-75	$122,500.00

ORDINANCE NO. _____

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 08-216 OF THE CITY (KAUFMAN BUILDING FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 08-216 of the City of Wichita, Kansas (the "City") adopted on April 22, 2008, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the " Improvements"):

Facade Improvements at 208 South Market abutting public ways, including Market Street, William Street and alley right-of-way (south of William, east of Market).

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements after providing notice of such hearing as required by K.S.A. 12-6a09; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements. If any property owner elects to prepay the maximum assessment as provided in Section 2 and the final cost of the completed Improvements as determined by the Governing Body is less than the estimated cost of the Improvements used to determine the maximum assessments, the City Clerk shall mail a check to the then current owner of the property for the difference.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by the Prepayment Date (as defined herein), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments. The "Prepayment Date" shall be June 6, 2008, unless the Prepayment Date is extended by a motion,

resolution or ordinance of the City, following which notice of the extended Prepayment Date shall be mailed to the owners of record of all property in the improvement district.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the assessments which have not been paid by the Prepayment Date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on May 6, 2008.

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

Kaufman Building Facade Improvement District

Property Subject to Assessment	Proposed Maximum Assessment
Lot 20 on Market Street, in Wm. Greiffenstein's Addition to the Town, now City of Wichita, Sedgwick County, Kansas, as revised in Re-survey Plat by John W. Bear, City Engineer of Wichita, dated May 1st, 1880, having a common street address within The City of Wichita of 208 S. Market Tax Key #A-5497	$13,333.33
Lot 22 on Market Street, in Wm. Greiffenstein's Addition to the Town, now City of Wichita, Sedgwick County, Kansas, as revised in Re-survey Plat by John W. Bear, City Engineer of Wichita, dated May 1st, 1880, having a common street address within The City of Wichita of 208 S. Market Tax Key #A-5497	$13,333.33
Lot 24 on Market Street, in Wm. Greiffenstein's Addition to the Town, now City of Wichita, Sedgwick County, Kansas, as revised in Re-survey Plat by John W. Bear, City Engineer of Wichita, dated May 1st, 1880, having a common street address within The City of Wichita of 208 S. Market Tax Key #A-5497	$13,333.34

ORDINANCE NO. _____

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 08-217 OF THE CITY (LANDMARK BUILDING FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 08-217 of the City of Wichita, Kansas (the "City") adopted on April 22, 2008, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the " Improvements"):

Facade Improvements at 212 East Market abutting public ways, including Market Street and alley right-of-way (north of 1st, east of market).

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements after providing notice of such hearing as required by K.S.A. 12-6a09; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements. If any property owner elects to prepay the maximum assessment as provided in Section 2 and the final cost of the completed Improvements as determined by the Governing Body is less than the estimated cost of the Improvements used to determine the maximum assessments, the City Clerk shall mail a check to the then current owner of the property for the difference.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by the Prepayment Date (as defined herein), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments. The "Prepayment Date" shall be June 6, 2008, unless the Prepayment Date is extended by a motion,

resolution or ordinance of the City, following which notice of the extended Prepayment Date shall be mailed to the owners of record of all property in the improvement district.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the assessments which have not been paid by the Prepayment Date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on May 6, 2008.

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

Landmark Building Facade Improvement District

Property Subject to Assessment	Proposed Maximum Assessment
Lot 54 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	$95,000.00
Lot 56 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	$95,000.00
Lot 58 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	$95,000.00
Lot 60 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	$95,000.00
Lot 62 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	$95,000.00

Agenda Item No. 4.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Building Facade Improvements in the Core Area (Districts I & VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Declare an emergency and approve the ordinances on first reading.

Background: Since 2001, the City has provided a Facade Improvement Program. It is available to properties in defined areas, including the City's core area. On January 15, 2008, the City Council conceptually approved a request from Real Development for exterior improvements to seven high-rise buildings in the downtown area. Costs of improvements are paid through issuance of special assessment debt against the subject buildings. The buildings are:

- Kaufman Building – 208 South Market
- Landmark Square Building – 212 North Market
- Farmers and Bankers Building – 200 East 1st
- Orpheum Office Building – 200 North Broadway
- Petroleum Building – 221 South Broadway
- Sutton Place Building – 209 East William
- SC TelCom Building – 125 North Market

On March 4, 2008, the City Council approved petitions, adopted resolutions and established a public hearing for March 18, 2008 to formally consider the request. Due to issues with fractional ownership and lending agreements, the public hearing was deferred to provide an opportunity to address these issues. On April 22, 2008 the City Council approved petitions, adopted resolutions and established a new public hearing for May 6, 2008 to formally consider the request for three properties where there is no fractional ownership. These properties are:

- Kaufman – 208 South Market
- Landmark Square – 212 North Market
- Farmers and Bankers – 200 East 1st

Analysis: Total combined cost for the proposed facade improvements listed above is projected to be $583,579 (exclusive of financing costs). The table below itemizes the costs for each building.

BUILDING	CONSTRUCTION, ARCHITECT & ENGINEER	REAL DEV PROJ MGR	10% CONTINGENCY	PW ADMIN FEE (2%)	10% DEVELOPMENT FEES	TOTAL
Landmark	294,121	9,510	29,412	5,882	28,555	367,480
Farmers & Bankers	147,209	4,760	14,721	2,944	14,292	183,926
Kaufman II	25,750	833	2,575	515	2,500	32,173
TOTAL	$ 467,080	$ 15,103	$ 46,708	$ 9,341	$ 45,347	$ 583,579

This project will utilize a slightly different process than normal special assessments. The protest period that normally comes at the end of a completed project (after there is a final statement of cost) will instead take place on the front end. For this reason, a ***maximum assessment amount*** is provided, which cannot be exceeded. Therefore, a 10% contingency is included in the estimated costs. An administrative charge for the City that is part of the Facade Improvement Program and development fees for Real Development are also included. A summary for each building follows:

The **Kaufman Building** is a four story building with 31,250 s.f. located at 208 S. Market. Owners have already invested in substantial tenant improvements. Projected cost for the facade improvements on this building is $32,173 (increasing to $40,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

The **Landmark Square Building** is a five story office building with 45,899 total s.f. located at 212 N. Market. Owners have already invested in tenant improvements, common area remodeling, and technology infrastructure enhancements. Projected cost for the facade improvements on this building is $367,480 (increasing to $475,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

The **Farmers and Bankers (F&B) Building** is a five story office building with 25,030 s.f. located at 200 E. First. Owners have already invested in tenant improvements, common area remodeling, and technology infrastructure enhancements. Projected cost for the facade improvements on this building is $183,926 (increasing to $245,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

Improvements to the buildings are general and involve improvements such as masonry repair, tuckpointing, cornice repair, power washing, exterior painting, and window and door repair/replacement.

Each building improvement project will require a separate special benefit district to be established. State law requires a formal public hearing to levy assessments for each special assessment benefit district. Petitions have been approved and resolutions have been adopted for each project. All projects may share the same public hearing.

Financial Considerations: The combined project budget for all buildings to be paid by special assessments at this time is estimated at $760,000. These will be Taxable General Obligation Special Assessment Bonds, paid as to principal and interest with special assessments levied against the improved properties and will be backed by the full faith and credit of the City of Wichita. Staff have been working with Bond Counsel (Kutak Rock) and a Financial Advisor (Springsted) to perform due diligence with regard to the City's risk and how the bonds would be structured. Included in the issue will be a one year debt service reserve and a small financing contingency to mitigate risk and ensure the maximum assessment is not exceeded. Also, interest rates have been cautiously assumed at 6.75% for permanent financing. Other risk mitigation options that could be applied include: requiring the City to approve any sale of the assessed buildings (or at least requiring the City to receive notification of a pending sale); requiring the sale of a building to trigger the funding of an escrow account to ensure payment of all future principal and interest; and/or phase the financing in a manner that would allow the City on-going information on actual occupancy and lease rates.

A "not to exceed" amount for each special assessment district is included in each of the separate petitions and resolutions. The following table itemizes the estimated cost per facade project, including the estimated financing costs:

BUILDING	Total Net Bond Proceeds	Estimated Financing Costs	Total Principal
Landmark	367,480	107,520	475,000
Farmers & Bankers	183,926	61,074	245,000
Kaufman II	32,173	7,827	40,000
TOTAL	$ 583,579	$ 176,421	$ 760,000

Goal Impact: The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the projects. A formal public hearing is required as part of the approval process. Petitions were approved and resolutions were adopted (April 22, 2008), establishing the maximum amount for each special assessment district. Actual amounts to be special assessed at the completion of construction may be less, but they may not exceed the amounts included in the petitions, resolutions, and ordinances.

Ordinances allow a 31-day window for prepayment of the assessment from the date of adoption. In the event actual costs are less than the amounts assessed, rebates will be calculated and distributed to any property owner that has elected to prepay assessments at that time.

Representatives from Real Development have requested the City exercise emergency adoption of the ordinances on first reading to allow construction to commence immediately. In as much as the property involved is under the ownership of Real Development and it's associates, who are making the special assessment request, a challenge or protest of the Council's action is unlikely.

The authorizing ordinances and the Declarations of Emergency have been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council (1) close the public hearing, (2) find and declare, upon request of the Mayor, that a public emergency exists, requiring the final passage of the ordinance on the date of their introductions, and (3) adopt the maximum assessment ordinances and authorize the publication of the ordinances.

*Attachments: Maximum Assessment Ordinances (3)
Request for Declaration of Emergency (3)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **FACADE IMPROVEMENTS AT 125 NORTH MARKET (NORTH OF DOUGLAS, WEST OF MARKET) 472-84678** 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 **FACADE IMPROVEMENTS AT 125 NORTH MARKET (NORTH OF DOUGLAS, WEST OF MARKET) 472-84678** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Facade Improvements at 125 North Market abutting public ways, including Market Street and alley right-of way (north of Douglas, west of Market) 472-84678.**

Said improvements shall be constructed in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Million Seventy-Eight Thousand Eight Hundred and One Dollars ($1,078,801)**.

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:

GRIEFFENSTEIN'S ORIGINAL TOWN

Lot 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, and 35 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein.

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

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

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the improvements described in SECTION 1 above to be advisable as set forth during a public hearing held on May 6, 2008; the improvements set forth above are hereby authorized by K.S.A. 12-6a01 et seq. as amended; except that, the improvements shall not begin if, within 20 days after publication of this Resolution, written protests signed by both 51% or more of the resident owners of record of property within the improvement district and the owners of record of more than half of the total area of the improvement district are filed with the City Clerk

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on May 20, 2008, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. 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 8. That Resolution **No. 08-142** adopted on **March 4, 2008**, is hereby

repealed and replaced.

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 and shall file this resolution of record with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

Revised, 05-02-2008

Agenda Item No. 4a.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Approve Building Facade Project in the Core Area (District VI)

INITIATED BY: Office of Urban Development

AGENDA: ~~Consent~~ **(New Business)**

Recommendation: Close the public hearing on the finding of advisability, approve the project, adopt the Resolution, authorize the necessary signatures and establish a public hearing to levy assessments against the special assessment benefit district.

Background: Since 2001, the City has provided a Facade Improvement Program. It is available to properties in defined areas, including the City's core area. On January 15, 2008, the City Council conceptually approved a request from Real Development for exterior improvements to seven high-rise buildings in the downtown area. Cost of improvements are paid through issuance of special assessment debt against the subject buildings. One of these buildings is the SC Telecom Building at 125 N. Market.

On March 4, 2008, the City Council approved a petition, adopted a resolution and established a public hearing for March 18, 2008 to formally consider the SC Telecom facade improvement request. Due to issues relating to separate land leases, which complicated ownership issues, the public hearing on the SC Telecom Building was deferred. A Resolution to order a public hearing was approved by the City Council on April 22, 2008, allowing the project to proceed.

Analysis: The **SC Telecom Building** is a nineteen story building with 312,875 s.f. located at 125 N. Market. The owners have begun interior improvements, remodeling common areas, adding technology infrastructure, replacing the roof, and various tenant improvements.

Exterior improvements to the SC Telecom building include changing the entire appearance of the building facade on some sides to create a visually stimulating impact to travelers entering the downtown area. Facade improvements on this building are expected to be approved in two phases. At this time only some ground level (phase one) improvements are being sought. These are exterior or facade enhancements necessary in conjunction with the main floor lobby and atrium improvements to be separately financed but jointly constructed as part of the overall building refurbishment.

Projected cost of the *total* facade improvements envisioned is $4,796,264 (increasing to $6,115,000 with estimated financing costs); however, the cost for phase one of the improvements is $861,981 (increasing to $1,078,801 with estimated financing costs). The proposal assumes 20-year special assessment financing. The project will require a separate special benefit district to be established. State law requires a formal public hearing to levy assessments against special assessment benefit district.

Financial Considerations: The estimated project cost for this phase is $1,078,801. Financing will be General Obligation Taxable Special Assessment Bonds, paid as to principal and interest with special assessments levied entirely against the improved property and will be backed by the full faith and credit of

the City of Wichita. Included in the issue would be a one year debt service reserve and a small financing contingency to mitigate risk and ensure the maximum assessment is not exceeded. Also, interest rates were cautiously assumed at 6.75% for permanent financing. The proposed method of assessment is on a square foot basis.

Goal Impact: The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State Statutes provides the authority for the City Council to order in public improvement projects, and to use special assessment funding. A formal public hearing is required as part of the approval process. The proposed resolution will set the maximum amount for the special assessment district and establish the date of the public hearing. Actual amounts to be special assessed at the completion of construction may be less, but they may not exceed the amounts included in the petitions and resolutions.

Recommendation/Action: It is recommended that the City Council close the public hearing on the finding of advisability, approve the project, adopt the Resolution, authorize the necessary signatures and establish a public hearing to levy assessments against the special assessment benefit district.

Attachments: Resolution

First Published in The Wichita Eagle on _____

DELINEATED 04/14/08

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 21.04.020, 21.04.040 21.04.043, AND 21.04.045, CREATING SECTION 21.04.035 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE PLUMBING AND GAS FITTING CODE, AND REPEALING THE ORIGINALS OF SECTIONS 21.04.020, 21.04.040 21.04.043, AND 21.04.045, OF THE CODE OF THE CITY OF WICHITA.

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

SECTION 1. Section 21.04.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Section 102.1 of the Uniform Plumbing Code, as adopted by reference herein shall be amended to read as follows:

"**Administrative Authority.** The administrative authority duly appointed to enforce this Code shall be the Superintendent of the Office of Central Inspection, and for unsanitary conditions of any plumbing system or portion thereof, shall also include the Health Officer and for back siphonage and cross-connection shall be the Director of the Water and Sewer Department. The administrative authority shall make decisions as are necessary to administer and enforce the Code. The administrative authority shall have the authority to refer to the Board of Appeals of Plumbers and Gas Fitters any matter that relates to the approval of plumbing material and methods as the same relate to this Code. All plumbing inspectors shall have had a minimum of five years of practical

plumbing experience as a journeyman and/or master plumber. Persons in the employ of the City who are duly certified as combination inspectors or plumbing inspectors by the International Conference of Building Officials or International Code Council shall also be qualified as plumbing inspectors for the inspection of installations in one-and two-family residential structures."

SECTION 2. Section 21.04.035 of the Code of the City of Wichita, Kansas, shall read as follows:

"Unless otherwise specified, the following terms, as used in this chapter, mean as follows:

'Apprentice' means an individual, who works as an employee in training under the direct supervision of a journeyman or master, who is responsible for the layout, installation, maintenance, repair or connection of plumbing piping, or plumbing equipment such as toilets, sinks, bathtubs or showers. An apprentice is not a certified individual.

'Board' means that board appointed for each licensed trade for the purpose of reviewing code interpretations taken by the building code enforcement division, granting variances from the code, reviewing license applications and license suspensions and revocation.

'Code' means the International or Uniform Plumbing Code as adopted by the City, as the context of this article may require.

'Direct supervision' means that the apprentice is working on the same structure and/or building site as the journeyman or master, or where the apprentice is within 500 feet of where the journeyman or master is working.

‘Journeyman Plumber’ means an individual that holds a journeyman certificate issued pursuant to this article evidencing such person to be qualified to lay out, install, maintain and repair work in his area of expertise. A journeyman is responsible for the supervision of any apprentice assigned to work with him.

‘Licensed contractor’ means a person that engages in the business of plumbing or gas fitting.

‘Licensed trade’ or ‘trade’ means the mechanical, electrical, plumbing or gas fitting trade, as the context of this article may require.

‘Master Plumber’ means an individual that holds a master certificate issued pursuant to this article evidencing such person to be qualified to layout, install, maintain and repair work in his area of expertise. A master is responsible for the supervision of any apprentice assigned to work with him.

‘Master Plumber, Qualified’ means an individual who holds a contractor license issued pursuant to this article evidencing such person to be qualified to control and have authority of all technical work performed under the authority of the licensed contractor’s enterprise and assures quality control and is responsible for complying with all applicable laws, codes and regulations.”

SECTION 3. Section 21.04.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Certificates, examinations, cancellations, licenses and permits.**

(a) It is unlawful for any person to engage in the business of plumbing, plumbing repair or gas fitting either as a master plumber or master gas fitter, or to do plumbing work, plumbing repair or gas fitting in the city, unless

and until a certificate has been obtained therefore, and a license has been issued for such business and a permit has been issued for such work, all in accordance with the provisions of this Code.

(b) Plumbers' apprentices shall be permitted to work when accompanied by and under the direct supervision of a master or journeyman plumber, who shall be responsible for the plumbing work done by the apprentice. There shall be a maximum of ~~two~~ four apprentices per one master or journeyman plumber. The on-site master or journeyman shall be responsible for maintaining the ratio of master/journeyman plumbers to apprentices as required by this section. If an apprentice works without the required direct supervision, the qualified master, on-site master or journeyman plumber, and/or the apprentice may be held responsible for violation of this section."

(c) It shall be unlawful for any qualified master to allow or permit an uncertified individual to engage in the business of plumbing, plumbing repair or gas fitting.

~~(b)~~ (d) Applications for examinations shall be made to the office of central inspection and each applicant shall be examined as to his or her particular knowledge and if satisfied as to the competency of the applicant shall thereupon direct that said certificate be issued to the applicant, authorizing him to engage in or work at the business of plumbing or gas fitting, either as a master plumber or master gas fitter, to do plumbing work, plumbing repair or gas fitting. In order to sit for examination, the applicant must meet the following practical experience requirements:

Practical experience requirements:

Journeyman plumber: two years as apprentice

Master plumber: two years as journeyman

Journeyman gas fitter: two years as apprentice

Master gas fitter: two years as journeyman

Journeyman drain layer: two years as apprentice

Master drain layer: two years as journeyman

Journeyman lawn irrigation: two years as apprentice

Master lawn irrigation: two years as journeyman

The fee for each examination and original certificate of a master plumber, journeyman plumber, master drain layer, journeyman drain layer, master lawn irrigation, journeyman lawn irrigation, master gas fitter or journeyman gas fitter shall be established by the superintendent of central inspection to cover the administrative costs of issuing such certificates.

(e) All certificates shall be renewed bi-annually upon payment of a fee to be established by the superintendent of central inspection to cover the administrative costs of issuing such certificates. All such certificates shall expire on the thirty-first of December of each odd-number year. Any holder of a certificate who fails to renew the same by March 1st from the date of expiration may be required to take a new examination and/or provide proof of completion of the required hours of continuing education before receiving a new certificate. ~~All certificates shall expire on the thirty-first day of December of each year, and no reduction shall be made for part of the year being elapsed.~~ All holders of

certificates not renewed by March 1st after their expiration ~~shall~~ may be subject to re-examination and/or board appearance prior to re-issuance of a certificate.

All applicants for renewal must provide written proof of having completed biannually not less than twelve (12) hours of continuing education approved by the Superintendent of Central Inspection or his/her designee. Continuing education may be provided by the Office of Central Inspection, or a nationally recognized trade association, community college, technical school or technical college. All twelve (12) hours of education may consist of code up-date training on the Uniform or International Plumbing Codes.

~~(e)~~ (f) Any person engaging or desiring to engage in the business of plumbing, plumbing repair, drain laying, lawn irrigation, gas fitting or gas fitting repair shall, before obtaining any permit or transacting any business, obtain a license therefor from the superintendent of central inspection, which license shall expire on the thirty-first day of December of the year in which so issued. Any such person holding a current master plumber's certificate and/or a current master gas fitter's certificate shall be entitled to only one plumbing and/or gas fitting license unless otherwise authorized by the board of appeals of plumbers and gas fitters, and each such business shall obtain a license; provided, however, that such person shall be entitled to obtain additional licenses and act as the qualified person for up to two businesses that are wholly owned corporate subsidiaries of the business in which he or she is an active member or corporate officer.

(g) No license shall be transferred from one person to another; provided however, that any person not engaged in the business of plumbing within the scope of this Code who has in his regular and permanent employment a person or persons who possess current and valid master plumbing certificates shall be permitted to have such person or persons perform plumbing in and on buildings and premises that are owned, leased, operated or managed by him. This shall not be construed, however, to allow plumbing associated with the construction of new buildings or the construction of additions to existing buildings. Permits shall be obtained for such work as required in this Code, and the same shall be issued to the person who possesses the master plumber's certificate.

(h) The employer of said master certificate holder shall file with the superintendent of central inspection such certificates of insurance as required by code Section 21.04.042.

(i) A plumber's license may be issued to any firm, co-partnership or corporation of which at least one active member or officer has been qualified as and has a master plumber's certificate.

(j) A gas fitter's license may be issued to any firm, co-partnership or corporation of which at least one active member or officer has been qualified as and has a master gas fitter's certificate. The fees for a license to engage in plumbing, plumbing repair, gas fitting or gas fitting repair, shall be: plumber's license: one hundred dollars; gas fitters license: one hundred dollars; drain laying or sewer cleaning license: one hundred dollars.

(k) A plumbing license entitles the holder to engage in work performed by holders of gas fitting, drain laying, and sewer cleaning licenses. Each license shall be renewed annually by December 31st.

(l) Gas utility companies or corporations which operate under a franchise to the city shall not be required to furnish the license as required for a gas fitting business, and any person in the employ and under the supervision of such utility company or corporation shall be examined and pay the examination fee therefor and shall also pay the annual certification as required for gas fitters.

~~(d)~~ (m) The board of appeals of plumbers and gas fitters is authorized to cancel and recall the certificate of any master plumber, gas fitter, drain layer, or lawn irrigation, journeyman plumber, gas fitter, drain layer or lawn irrigation, and the license of any master plumber, master gas fitter, master drain layer or master lawn irrigation for any of the following reasons:

1. Abandonment of any contract without legal cause;

2. Diversion of funds or property received for performance or completion of a specific contract, or for a specific purpose in the performance or completion of any contract, and the application or use for any other contract, obligation or purpose, or the failure, neglect or refusal to use such funds or property for the performance or completion of such contract;

3. The committing of any act in violation of any provisions of this Code or the failure or refusal to comply with any lawful order of the administrative authority;

4. Misrepresentation of a material fact by the applicant in obtaining a license;

5. The failure of any such master plumber, master gas fitter, master drain layer, master lawn irrigation, journeyman plumber, journeyman gas fitter, journeyman drain layer or journeyman lawn irrigation to fully satisfy all claims for labor and materials used in the performance of any work for which he has been engaged and for which he has been paid;

6. Use of a license to obtain permits for another;

7. Carelessness or negligence in providing safety measures for the protection of workmen and the public;

8. Failure to obtain permits;

9. Unreasonable delay in the performance and carrying out of any contract.

~~(e)~~ (n) It is unlawful for any person to install, remove, alter, repair or replace or cause to be installed, removed, altered, repaired or replaced any plumbing, gas or drainage piping work or fixture or water heating or treating equipment in a building or premises without first obtaining a permit to do such work from the administrative authority. Master plumbers and master gas fitters are the only persons entitled to obtain such plumbing and/or gas fitting permits except as provided in Section 21.04.041.

(o) Excavation permits shall be obtained from the department of public works-engineering prior to performing any excavation work on public property,

and said permit to be obtained in accordance with the terms of Chapter 10.20 of the Code of the City of Wichita, Kansas. A separate permit shall be obtained for each building or structure or for any additional work other than authorized in the permit.

(p) No licensed contractor shall allow any other person to do or cause to be done any work under a permit secured by the permittee except persons in his employ."

SECTION 4. Section 21.04.043 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Truth in advertising requirements.** ~~On or after July 1, 1993, a~~Any person, firm or corporation required by this title to obtain a plumbing contractor's license shall be subject to the following:

(a) It is unlawful for any such person, firm or corporation to advertise as a plumbing contractor unless, at the time such advertisement occurs, such person, firm or corporation has a then valid plumbing contractor's license issued under the provisions of this chapter;

(b) Any advertisement by such person, firm or corporation as a plumbing contractor which is placed or published in any publication or other print medium circulated, displayed or distributed within the city limits or which is broadcast by radio or television or any other means to persons within the city limits shall include the full name of the licensed person, firm or corporation and the license number assigned by the office of the central inspection to such person, firm or corporation;

(c) As used herein, the words "advertise" or "advertisement" shall mean and include, but not be limited to, a business card, contract bid proposal form, printed letterhead, any other printed or written material designated to inform persons of the services offered by the advertising person, firm or corporation and to solicit business from such persons, or any broadcast statement designed to inform persons of the services offered by the advertising person, firm or corporation and to solicit business from such persons. Such words are intended to include telephone directory display ads but not basic white and yellow page listings."

SECTION 5. Section 21.04.045 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Contractors--Marking of vehicles. Any person**,** firm, or corporation required by this title to obtain a plumbing contractor's license shall be subject to the following:

(a) Vehicles used in performance of installations or service regulated under this title shall display contractors permanent vehicle permit numbers. Such numbers shall be assigned by the superintendent of central inspection to a contractor duly licensed under the provisions of this title.

(b) Permanent vehicle permit numbers must be affixed to both sides of vehicle(s), in a conspicuous place, either by paint of a contrasting color or by the use of a permanent decal.

(c) Permanent vehicle permit numbers must be a minimum of two inches high with a one-half inch wide stroke per character.

(d) A contractor's employee(s) using their personal vehicles as transportation to or from the job site are exempted from the provisions of this section. A contractor's employee using a personal vehicle in any job related capacity must display the permanent vehicle permit marking.

(e) The contractor shall be responsible for removing the permanent vehicle permit number at the time any vehicle is taken out of service.

(f) Violation of any provision of this section ~~shall~~ may result in a hearing before the board of appeals of plumbers and gas fitters. The board may order any or all of the following:

1. No further plumbing or gas fitting permits be issued to the contractor until such time as the violation is abated.

2. All inspections of further work performed by the contractor will be suspended until such time as the violation is abated, excepting extreme hazard or life safety inspection.

3. A license review, subjecting the contractor to possible suspension, recall or cancellation of the master certificate and/or license, in accordance with the provisions of Section 21.04.040 of the Code of the City of Wichita, Kansas.

Exception: If the contractor chooses to advertise his or her business on their vehicles and abides with Section 21.04.043, Truth in advertising requirements, then the above Section 21.04.045, Marking of vehicles, does not apply."

SECTION 6. The originals of Sections 21.04.020, 21.04.040 21.04.043, and 21.04.045, of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

04/14/08

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 21.04.020, 21.04.040 21.04.043, AND 21.04.045, CREATING SECTION 21.04.035 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE PLUMBING AND GAS FITTING CODE, AND REPEALING THE ORIGINALS OF SECTIONS 21.04.020, 21.04.040 21.04.043, AND 21.04.045, OF THE CODE OF THE CITY OF WICHITA.

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

SECTION 1. Section 21.04.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Section 102.1 of the Uniform Plumbing Code, as adopted by reference herein shall be amended to read as follows:

"**Administrative Authority.** The administrative authority duly appointed to enforce this Code shall be the Superintendent of the Office of Central Inspection, and for unsanitary conditions of any plumbing system or portion thereof, shall also include the Health Officer and for back siphonage and cross-connection shall be the Director of the Water and Sewer Department. The administrative authority shall make decisions as are necessary to administer and enforce the Code. The administrative authority shall have the authority to refer to the Board of Appeals of Plumbers and Gas Fitters any matter that relates to the approval of plumbing material and methods as the same relate to this Code. All plumbing inspectors shall have had a minimum of five years of practical

plumbing experience as a journeyman and/or master plumber. Persons in the employ of the City who are duly certified as combination inspectors or plumbing inspectors by the International Conference of Building Officials or International Code Council shall also be qualified as plumbing inspectors for the inspection of installations in one-and two-family residential structures."

SECTION 2. Section 21.04.035 of the Code of the City of Wichita, Kansas, shall read as follows:

"Unless otherwise specified, the following terms, as used in this chapter, mean as follows:

'Apprentice' means an individual, who works as an employee in training under the direct supervision of a journeyman or master, who is responsible for the layout, installation, maintenance, repair or connection of plumbing piping, or plumbing equipment such as toilets, sinks, bathtubs or showers. An apprentice is not a certified individual.

'Board' means that board appointed for each licensed trade for the purpose of reviewing code interpretations taken by the building code enforcement division, granting variances from the code, reviewing license applications and license suspensions and revocation.

'Code' means the International or Uniform Plumbing Code as adopted by the City, as the context of this article may require.

'Direct supervision' means that the apprentice is working on the same structure and/or building site as the journeyman or master, or where the apprentice is within 500 feet of where the journeyman or master is working.

‘Journeyman Plumber’ means an individual that holds a journeyman certificate issued pursuant to this article evidencing such person to be qualified to lay out, install, maintain and repair work in his area of expertise. A journeyman is responsible for the supervision of any apprentice assigned to work with him.

‘Licensed contractor’ means a person that engages in the business of plumbing or gas fitting.

‘Licensed trade’ or ‘trade’ means the mechanical, electrical, plumbing or gas fitting trade, as the context of this article may require.

‘Master Plumber’ means an individual that holds a master certificate issued pursuant to this article evidencing such person to be qualified to layout, install, maintain and repair work in his area of expertise. A master is responsible for the supervision of any apprentice assigned to work with him.

‘Master Plumber, Qualified’ means an individual who holds a contractor license issued pursuant to this article evidencing such person to be qualified to control and have authority of all technical work performed under the authority of the licensed contractor’s enterprise and assures quality control and is responsible for complying with all applicable laws, codes and regulations.”

SECTION 3. Section 21.04.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Certificates, examinations, cancellations, licenses and permits.**

(a) It is unlawful for any person to engage in the business of plumbing, plumbing repair or gas fitting either as a master plumber or master gas fitter, or to do plumbing work, plumbing repair or gas fitting in the city, unless

and until a certificate has been obtained therefore, and a license has been issued for such business and a permit has been issued for such work, all in accordance with the provisions of this Code.

(b) Plumbers' apprentices shall be permitted to work when accompanied by and under the direct supervision of a master or journeyman plumber, who shall be responsible for the plumbing work done by the apprentice. There shall be a maximum of four apprentices per one master or journeyman plumber. The on-site master or journeyman shall be responsible for maintaining the ratio of master/journeyman plumbers to apprentices as required by this section. If an apprentice works without the required direct supervision, the qualified master, on-site master or journeyman plumber, and/or the apprentice may be held responsible for violation of this section."

(c) It shall be unlawful for any qualified master to allow or permit an uncertified individual to engage in the business of plumbing, plumbing repair or gas fitting.

(d) Applications for examinations shall be made to the office of central inspection and each applicant shall be examined as to his or her particular knowledge and if satisfied as to the competency of the applicant shall thereupon direct that said certificate be issued to the applicant, authorizing him to engage in or work at the business of plumbing or gas fitting, either as a master plumber or master gas fitter, to do plumbing work, plumbing repair or gas fitting. In order to sit for examination, the applicant must meet the following practical experience requirements:

Practical experience requirements:

Journeyman plumber: two years as apprentice

Master plumber: two years as journeyman

Journeyman gas fitter: two years as apprentice

Master gas fitter: two years as journeyman

Journeyman drain layer: two years as apprentice

Master drain layer: two years as journeyman

Journeyman lawn irrigation: two years as apprentice

Master lawn irrigation: two years as journeyman

The fee for each examination and original certificate of a master plumber, journeyman plumber, master drain layer, journeyman drain layer, master lawn irrigation, journeyman lawn irrigation, master gas fitter or journeyman gas fitter shall be established by the superintendent of central inspection to cover the administrative costs of issuing such certificates.

(e) All certificates shall be renewed bi-annually upon payment of a fee to be established by the superintendent of central inspection to cover the administrative costs of issuing such certificates. All such certificates shall expire on the thirty-first of December of each odd-number year. Any holder of a certificate who fails to renew the same by March 1st from the date of expiration may be required to take a new examination and/or provide proof of completion of the required hours of continuing education before receiving a new certificate. All holders of certificates not renewed by March 1st after their expiration may be

subject to re-examination and/or board appearance prior to re-issuance of a certificate.

All applicants for renewal must provide written proof of having completed biannually not less than twelve (12) hours of continuing education approved by the Superintendent of Central Inspection or his/her designee. Continuing education may be provided by the Office of Central Inspection, or a nationally recognized trade association, community college, technical school or technical college. All twelve (12) hours of education may consist of code up-date training on the Uniform or International Plumbing Codes.

(f) Any person engaging or desiring to engage in the business of plumbing, plumbing repair, drain laying, lawn irrigation, gas fitting or gas fitting repair shall, before obtaining any permit or transacting any business, obtain a license therefor from the superintendent of central inspection, which license shall expire on the thirty-first day of December of the year in which so issued. Any such person holding a current master plumber's certificate and/or a current master gas fitter's certificate shall be entitled to only one plumbing and/or gas fitting license unless otherwise authorized by the board of appeals of plumbers and gas fitters, and each such business shall obtain a license; provided, however, that such person shall be entitled to obtain additional licenses and act as the qualified person for up to two businesses that are wholly owned corporate subsidiaries of the business in which he or she is an active member or corporate officer.

(g) No license shall be transferred from one person to another; provided however, that any person not engaged in the business of plumbing

within the scope of this Code who has in his regular and permanent employment a person or persons who possess current and valid master plumbing certificates shall be permitted to have such person or persons perform plumbing in and on buildings and premises that are owned, leased, operated or managed by him. This shall not be construed, however, to allow plumbing associated with the construction of new buildings or the construction of additions to existing buildings. Permits shall be obtained for such work as required in this Code, and the same shall be issued to the person who possesses the master plumber's certificate.

(h) The employer of said master certificate holder shall file with the superintendent of central inspection such certificates of insurance as required by code Section 21.04.042.

(i) A plumber's license may be issued to any firm, co-partnership or corporation of which at least one active member or officer has been qualified as and has a master plumber's certificate.

(j) A gas fitter's license may be issued to any firm, co-partnership or corporation of which at least one active member or officer has been qualified as and has a master gas fitter's certificate. The fees for a license to engage in plumbing, plumbing repair, gas fitting or gas fitting repair, shall be: plumber's license: one hundred dollars; gas fitters license: one hundred dollars; drain laying or sewer cleaning license: one hundred dollars.

(k) A plumbing license entitles the holder to engage in work performed by holders of gas fitting, drain laying, and sewer cleaning licenses. Each license shall be renewed annually by December 31st.

(l) Gas utility companies or corporations which operate under a franchise to the city shall not be required to furnish the license as required for a gas fitting business, and any person in the employ and under the supervision of such utility company or corporation shall be examined and pay the examination fee therefor and shall also pay the annual certification as required for gas fitters.

(m) The board of appeals of plumbers and gas fitters is authorized to cancel and recall the certificate of any master plumber, gas fitter, drain layer, or lawn irrigation, journeyman plumber, gas fitter, drain layer or lawn irrigation, and the license of any master plumber, master gas fitter, master drain layer or master lawn irrigation for any of the following reasons:

1. Abandonment of any contract without legal cause;

2. Diversion of funds or property received for performance or completion of a specific contract, or for a specific purpose in the performance or completion of any contract, and the application or use for any other contract, obligation or purpose, or the failure, neglect or refusal to use such funds or property for the performance or completion of such contract;

3. The committing of any act in violation of any provisions of this Code or the failure or refusal to comply with any lawful order of the administrative authority;

4. Misrepresentation of a material fact by the applicant in obtaining a license;

5. The failure of any such master plumber, master gas fitter, master drain layer, master lawn irrigation, journeyman plumber, journeyman gas fitter, journeyman drain layer or journeyman lawn irrigation to fully satisfy all claims for labor and materials used in the performance of any work for which he has been engaged and for which he has been paid;

6. Use of a license to obtain permits for another;

7. Carelessness or negligence in providing safety measures for the protection of workmen and the public;

8. Failure to obtain permits;

9. Unreasonable delay in the performance and carrying out of any contract.

(n) It is unlawful for any person to install, remove, alter, repair or replace or cause to be installed, removed, altered, repaired or replaced any plumbing, gas or drainage piping work or fixture or water heating or treating equipment in a building or premises without first obtaining a permit to do such work from the administrative authority. Master plumbers and master gas fitters are the only persons entitled to obtain such plumbing and/or gas fitting permits except as provided in Section 21.04.041.

(o) Excavation permits shall be obtained from the department of public works-engineering prior to performing any excavation work on public

property, and said permit to be obtained in accordance with the terms of Chapter 10.20 of the Code of the City of Wichita, Kansas. A separate permit shall be obtained for each building or structure or for any additional work other than authorized in the permit.

(p) No licensed contractor shall allow any other person to do or cause to be done any work under a permit secured by the permittee except persons in his employ."

SECTION 4. Section 21.04.043 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Truth in advertising requirements.** Any person, firm or corporation required by this title to obtain a plumbing contractor's license shall be subject to the following:

(a) It is unlawful for any such person, firm or corporation to advertise as a plumbing contractor unless, at the time such advertisement occurs, such person, firm or corporation has a then valid plumbing contractor's license issued under the provisions of this chapter;

(b) Any advertisement by such person, firm or corporation as a plumbing contractor which is placed or published in any publication or other print medium circulated, displayed or distributed within the city limits or which is broadcast by radio or television or any other means to persons within the city limits shall include the full name of the licensed person, firm or corporation and the license number assigned by the office of the central inspection to such person, firm or corporation;

(c) As used herein, the words "advertise" or "advertisement" shall mean and include, but not be limited to, a business card, contract bid proposal form, printed letterhead, any other printed or written material designated to inform persons of the services offered by the advertising person, firm or corporation and to solicit business from such persons, or any broadcast statement designed to inform persons of the services offered by the advertising person, firm or corporation and to solicit business from such persons. Such words are intended to include telephone directory display ads but not basic white and yellow page listings."

SECTION 5. Section 21.04.045 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Contractors--Marking of vehicles. Any person**,** firm, or corporation required by this title to obtain a plumbing contractor's license shall be subject to the following:

(a) Vehicles used in performance of installations or service regulated under this title shall display contractors permanent vehicle permit numbers. Such numbers shall be assigned by the superintendent of central inspection to a contractor duly licensed under the provisions of this title.

(b) Permanent vehicle permit numbers must be affixed to both sides of vehicle(s), in a conspicuous place, either by paint of a contrasting color or by the use of a permanent decal.

(c) Permanent vehicle permit numbers must be a minimum of two inches high with a one-half inch wide stroke per character.

(d) A contractor's employee(s) using their personal vehicles as transportation to or from the job site are exempted from the provisions of this section. A contractor's employee using a personal vehicle in any job related capacity must display the permanent vehicle permit marking.

(e) The contractor shall be responsible for removing the permanent vehicle permit number at the time any vehicle is taken out of service.

(f) Violation of any provision of this section may result in a hearing before the board of appeals of plumbers and gas fitters. The board may order any or all of the following:

1. No further plumbing or gas fitting permits be issued to the contractor until such time as the violation is abated.

2. All inspections of further work performed by the contractor will be suspended until such time as the violation is abated, excepting extreme hazard or life safety inspection.

3. A license review, subjecting the contractor to possible suspension, recall or cancellation of the master certificate and/or license, in accordance with the provisions of Section 21.04.040 of the Code of the City of Wichita, Kansas.

Exception: If the contractor chooses to advertise his or her business on their vehicles and abides with Section 21.04.043, Truth in advertising requirements, then the above Section 21.04.045, Marking of vehicles, does not apply."

SECTION 6. The originals of Sections 21.04.020, 21.04.040 21.04.043, and 21.04.045, of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. 5.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Ordinance Changes to the City of Wichita Plumbing Code (Title 21.04)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: The Board of Appeals of Plumbers and Gas Fitters (Plumbing Board), and the Office of Central Inspection recommend that the attached amendments to the City of Wichita's Plumbing and Gas Fitting Code (Plumbing Code) - Title 21.04 of the Code of the City of Wichita - be approved.

Background: Over the past several months, the Plumbing Board has reviewed and recommended various amendments to the Plumbing Code, primarily as related to bi-annual continuing education unit requirements (CEUs) for certified plumbing and drain laying (sewer) tradespersons. Although Wichita has required plumbing and drain layer tradesperson certificate testing and annual certificate renewal for over thirty years, Kansas statute now requires plumbing tradespersons to obtain a minimum of twelve hours of continuing education every two (2) years, and to provide proof of such education for local certificate renewal. In order to clarify requirements of state statute, as applied at the local level, it is necessary to amend the Plumbing Code to add a number of definitions, and to generally outline local authority and policy as related to CEUs required for certificate renewal in Wichita.

The above-outlined review of plumbing and drain layer tradesperson certification, education and renewal generated additional Plumbing Board discussion about responsibility for training and supervision of working "apprentices" by certified master and journeyman level plumbers, as well as by the licensed company for which they work. This led to several additional Plumbing Code amendment recommendations by the Plumbing Board.

Analysis: The proposed Plumbing Code amendments (in final delineated form) were unanimously recommended for adoption by the Plumbing Board during the Board's April 2, 2008 meeting. The recommended ordinance amendments are summarized below.

§ **Section 21. 04. 035:** This section creates specific definitions for various mechanical tradesperson certificate holders and apprentices, and also defines "direct supervision." These definitions are necessary for testing, CEU and renewal purposes, and for more effective enforcement of required apprentice supervision.

§ **Section 21.04.040(b):** This amendment increases the maximum number of apprentices supervised by a journeyman or master level certified mechanic from two (2) to four (4), and clarifies that the qualified master for a licensed company, master or journeyman plumber, and/or apprentice may be held accountable for work performed without required supervision. The Board and staff believe this will help improve enforcement, will increase job productivity, and will not decrease job safety and/or quality.

§ **Section 21.04.04(c):** This amendment clarifies the responsibility of the qualified master of a licensed company to ensure that employees are appropriately certified to do plumbing work.

§ **Section 21.04.040(e):** This amendment clarifies City of Wichita requirements for plumbing certificate bi-annual renewal, specifically as related to CEU requirements.

§ **Section 21.04.055:** This amendment clarifies the licensed company's ("master, qualified") responsibility to ensure proper marking of vehicles owned by the company, which are used to conduct business.

Financial Considerations: There are no costs to the City associated with the adoption of the amended ordinance. Plumbing and sewer permit, contractor license and trade certificate fees are not changed.

Goal Impact: On January 24, 2006, the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. The proposed Mechanical Code ordinance amendments support the "Provide a Safe and Secure Community" goal by ensuring continuing education of plumbing and drain layer tradespersons, as well as proper job site supervision and accountability by Wichita-licensed plumbing companies.

Legal Considerations: The recommended ordinance revisions have been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve first reading of the ordinance amending Title 21.04 of the Code of the City of Wichita.

First Published in The Wichita Eagle on _____

04/07/2008

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 3.49.040, AND 3.49.130 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO WRECKER SERVICES AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

Section 1. Section 3.49.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License – Issuance -- Inspection sticker -- Storage facilities. The city's licensing agent shall, after approval from the chief of police, issue a license to participate in the emergency wrecker service to applicants complying with the provisions of this chapter and shall issue an emergency wrecker inspection sticker approving each vehicle. The emergency wrecker inspection sticker must be affixed securely to the inside upper left-hand corner of the windshield of the inspected wrecker. No license authorizing participation in the emergency wrecker service and no inspection sticker approving the operation of an emergency wrecker on the streets of the city shall be issued unless the following requirements are met:

(1) Vehicles. Each applicant, in order to secure a license under this chapter, must own and/or lease the following vehicles in the following numbers and be equipped as follows:

(a) Five wreckers; each wrecker shall not be less than one ton in size, shall be equipped with a power-operated winch line and boom with a factory-rated lifting capacity of not less than five thousand pounds, single line capacity, shall carry as standard equipment a two-way radio or mobile or cellular phone, dolly, cycle sling or trailer, tow bar, safety chains, fire extinguisher, wrecking bar, broom and shovel, and shall be clearly and permanently marked with the name and address of the licensee on each side of the vehicle;

(b) One wrecker, not less than two and one-half tons in size, equipped with a power winch, winch line and boom, having twelve to sixteen ton single or double line capacity, in addition to the equipment listed in subsection (a) of this section.

(c) Wreckers shall not be leased from other wrecking companies which participate in the emergency wrecker rotation list.

(2) Storage Facilities. Each applicant, in order to be licensed under this chapter, must own and/or lease facilities for the storage of vehicles having the following space and equipment requirements:

(a) Primary Storage. Vehicle storage space must be provided at a location which is within the corporate limits of the city and in compliance with applicable zoning ordinances. Such space must have a capacity for storing at least thirty-five vehicles excluding bicycles and motorcycles. This storage space must be fenced and secured from unauthorized entry. This space must also be kept accessible to vehicles, in conformance with all health and zoning ordinances and lighted in accordance with the requirements of the police department. This storage space must be available for receiving towed vehicles on a twenty-four-hour, seven-day-per-week basis, however, the licensee shall not be required to release vehicles from the storage area between the hours of seven p.m. and seven a.m.;

(b) Secondary Storage. Additional vehicle storage space must be provided for two hundred vehicles at a location or locations within one mile of the limits of the city. Such location or locations must be in compliance with applicable zoning ordinances and will be lighted in accordance with the requirements of the police department. This space must further be kept fenced and secured from unauthorized entry, in conformance with all health ordinances and accessible to vehicles. Secondary storage as required in this section may be at the same location as the primary storage, it being the intent of this chapter that space be provided for a total of two hundred thirty-five vehicles, excluding bicycles

and motorcycles and that storage for thirty-five of such vehicles be in the corporate limits of the city.

(3) In order to be licensed under this chapter, each licensee shall maintain and pay the premiums for the following insurance policy or policies:

(a) Public liability insurance indemnifying the public generally against damages arising out of the operation of emergency wrecker service. The licensee shall be responsible for entering the city on such policy or policies of insurance as a named insured. Such policy or policies of insurance shall be in an amount of at least five hundred thousand dollars for one person, five hundred thousand dollars for one accident, and five hundred thousand dollars property damage, and a minimum aggregate limit of one million dollars. This coverage can be provided as a combined single limit. In the insurance certificate, the insurance company must state that the city will be given written notice if the policy is canceled or changed within ten days prior to the effective date thereof. The applicant shall file certificates of insurance with the city clerk;

(b) Garage keeper's minimum liability policy covering fire, theft or damage to or loss of property while in tow or otherwise in the care, custody and control of the licensee. The licensee shall be responsible for entering the city on such policy or policies of insurance as a named insured. Such policy or policies of insurance shall be in an amount of at least one hundred thousand dollars for each individual claim up to a maximum aggregate limit of two hundred thousand dollars per occurrence.

In the insurance certificate, the insurance company must state that the city will be given written notice if the policy is canceled or changed within ten days prior to the effective date thereof. The applicant shall file certificates of insurance with the city clerk.

(c) Each policy required herein shall contain an endorsement providing for ten (10) days written notice to the Chief of Police of the City prior to any material change therein or cancellation thereof."

SECTION 2. Section 3.49.140 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Fees for emergency wrecker service.** (a) Licensed emergency wrecker companies shall charge the following fees for services rendered under this chapter:

(1) Towage. Where a wrecker that is less than two and one-half tons is requested, there shall be a maximum charge of eighty dollars per wrecker for towing a vehicle from one point to another location within the corporate limits of the city, as designated by the owner of the vehicle or by the police department at the place where the tow originated. Where a two-and-one-half-ton wrecker or larger is requested, the maximum charge shall be one hundred and twenty dollars per wrecker. For towing combination vehicles, the maximum charge shall be two hundred and twenty dollars per wrecker. In addition, mileage at the rate of three dollars and fifty cents per mile from the point of hookup for each mile any vehicle is towed within the city may be charged, except that where a two-and-one-

half-ton wrecker is requested, a rate of five dollars and fifteen cents per mile may be charged. Mileage for heavy duty towing, as set out in subsections 5, 6 and 7 shall be allowed at a rate of five dollars and fifteen cents per mile. Towing shall be by way of the most reasonable direct route between the point of the tow's origination and its destination.

Any additional charges for winching, dollies, wheel lift or rollbacks or other services not normally incident to towing wrecked or disabled vehicles shall be allowed only when the additional charge is:

(1) Reasonably necessary to retrieve a wrecked vehicle which is off the road or overturned;

(2) to protect the wrecked or disabled vehicle from reasonably foreseeable additional damage should the device not be used; or

(3) at the request of or permission of the owner or operator.

(2) Waiting Time. Waiting time, when required by a police officer in charge at the scene of an accident, shall be eighteen dollars per quarter hour or any part thereof after the wrecker has been at the scene of the accident thirty minutes.

(3) Specialized Towing. For uprighting any overturned vehicle other than a motorcycle or bicycle, the maximum charge shall be forty-three dollars.

(4) **Dolly Services:** For dolly use in towing wrecked motor vehicles: the maximum charge is forty-three dollars in addition to the tow service charge. A dolly fee may only be charged if a dolly is necessary and actually used to tow the vehicle.

(5) Winching. An additional charge of twenty-five dollars for each quarter hour or any part thereof may be charged when a wrecker that is less than two and one-half tons is used for winching. An additional thirty-five dollars for each quarter hour or any part thereof may be charged when a wrecker that is two and one-half tons or larger is used for winching.

(6) **Heavy Duty Towing*:*** When requested by a law enforcement officer, when a 2 ton or greater tractor is necessary for towing, the towage fee shall be one hundred twenty-five dollars ($125.00). An additional fee of one hundred twenty-five dollars ($125.00) per hour may be charged for winching.

(7) **Heavy Duty Towing/Tractor and Trailer.** When requested by a law enforcement officer, when a tractor and trailer is necessary for towing, the towage fee shall be two hundred fifty dollars ($250.00). An additional fee of two hundred dollars ($200.00) per hour may be charged if a car hauler is used. An additional fee of two hundred fifty ($250.00) may be charged for winching of the vehicle.

(8) **Heavy Duty Towing Landoll Specialized Trailer.** When requested by a law enforcement officer, when a Landoll Specialized Trailer under 28,000 pounds is necessary for towing, the towage fee shall be one hundred twenty-five dollars ($125.00). For a Landoll Specialized Trailer over 28,000 pounds the towage fee shall be one hundred fifty dollars ($150.00). For large motor coaches and tour busses, the towage fee shall be One hundred seventy-five ($175.00).

(9) **Processing Fee.** A fee of fifteen dollars per vehicle shall be assessed to offset costs of notification to vehicle owners of released vehicles by the Wichita Police Department. Such fee shall be collected by the wrecker service and paid to the Wichita Police Department.

(10) **Fuel Surcharge.** A fee of seven percent (7%) of the towing fee set forth in (a)(1), excluding fees for mileage, may be assessed to offset increased cost of fuel. The fuel surcharge provisions and mileage shall be reviewed annually by the Chief of Police. Such review shall occur during January of each year. Any recommended increase or decrease in the fee by the Chief of Police must be approved by the City Manager.

(11) **Lot Fee.** A fee of fifteen dollars ($15.00) per vehicle may be charged by the wrecker company to offset costs of releasing vehicles.

(12) A twelve dollar ($12.00) one time fee may be charged for tarping a vehicle with broken windows or a vehicle otherwise open to the weather.

(13) No other charges are to be levied against vehicles towed under this section without the written authorization of the chief of police, or at the request of the vehicle's owner.

(14) Licensees shall provide to each owner or other authorized person an itemized bill indicating the amount for each service provided.

(b) With the exception of the first twenty-four hours a vehicle is on a licensee's lot, the licensee shall be paid twenty dollars for each twenty-four-hour period or portion thereof, for storage at the licensee's facility. Subject to the availability of space, vehicles which are towed by the licensee and which are operable shall be stored at the licensee's primary facility for a period of twenty-four hours. Vehicles which because of particular damage or because of their condition may be further damaged by exposure to inclement weather must be covered with a waterproof protective covering so that damage from inclement weather is minimized. Vehicles which have been rendered inoperable may be taken directly to the licensee's secondary storage at the discretion of the licensee.

SECTION 3. The originals of Sections 3.49.040 and 3.49.130 of the Code of the City of Wichita, Kansas, are hereby repealed.

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED 04/07/2008

ORDINANCE NO._____

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(b) One wrecker, not less than two and one-half tons in size, equipped with a power winch, winch line and boom, having twelve to sixteen ton single or double line capacity, in addition to the equipment listed in subsection (a) of this section.

(c) Wreckers shall not be leased from other wrecking companies which participate in the emergency wrecker rotation list.

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(b) Garage keeper's minimum liability policy covering fire, theft or damage to or loss of property while in tow or otherwise in the care, custody and control of the licensee. The licensee shall be responsible

for entering the city on such policy or policies of insurance as a named insured. Such policy or policies of insurance shall be in an amount of at least ~~five~~ one hundred thousand dollars for each individual claim up to a maximum aggregate limit of ~~five~~ two hundred thousand dollars per occurrence. In the insurance certificate, the insurance company must state that the city will be given written notice if the policy is canceled or changed within ten days prior to the effective date thereof. The applicant shall file certificates of insurance with the city clerk.

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Where a two-and-one-half-ton wrecker or larger is requested, the maximum charge shall be one hundred and twenty dollars per wrecker. For towing combination vehicles, the maximum charge shall be two hundred and twenty dollars per wrecker. In addition, mileage at the rate of ~~two~~ three dollars and ~~eighty five~~ fifty cents per mile from the point of hookup for each mile any vehicle is towed within the city may be charged, except that where a two-and-one-half-ton wrecker is requested, a rate of ~~four~~ five dollars and ~~fifty cents~~ fifteen cents per mile may be charged. Mileage for heavy duty towing, as set out in subsections 5, 6 and 7 shall be allowed at a rate of five dollars and fifteen cents per mile. Towing shall be by way of the most reasonable direct route between the point of the tow's origination and its destination.

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(2) to protect the wrecked or disabled vehicle from reasonably foreseeable additional damage should the device not be used; or

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(2) Waiting Time. Waiting time, when required by a police officer in charge at the scene of an accident, shall be ~~ten~~ eighteen dollars per quarter hour or any part thereof after the wrecker has been at the scene of the accident thirty minutes.

(3) Specialized Towing. For uprighting any overturned vehicle other than a motorcycle or bicycle, the maximum charge shall be ~~twenty~~ forty-three dollars ~~and when dolly services are required, an additional fee not to exceed twenty dollars may be charged~~.

(4) Dolly Services: For dolly use in towing wrecked motor vehicles: the maximum charge is forty-three dollars in addition to the tow service charge. A dolly fee may only be charged if a dolly is necessary and actually used to tow the vehicle.

~~(4)~~ (5) Winching. An additional charge of ~~fifteen~~ twenty-five dollars for each quarter hour or any part thereof may be charged when a wrecker that is less than two and one-half tons is used for winching. An additional ~~twenty~~ thirty-five dollars for each quarter hour or any part thereof may be charged when a wrecker that is two and one-half tons or larger is used for winching.

~~(5)~~ (6) Heavy Duty Towing: When requested by a law enforcement officer, when a 2 ton or greater tractor is necessary for towing, the towage fee shall be one hundred twenty-five dollars ($125.00).

An additional fee of one hundred twenty-five dollars ($125.00) per hour may be charged for winching.

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~~(5)~~ (9) Processing Fee. A fee of fifteen dollars per vehicle shall be assessed to offset costs of notification to vehicle owners ~~and the sale~~ of ~~unclaimed~~ released vehicles by the Wichita Police Department. Such fee shall be collected by the wrecker service and paid to the Wichita Police Department.

(10) Fuel Surcharge. A fee of seven percent (7%) of the towing fee set forth in (a)(1), excluding fees for mileage, may be assessed to offset increased cost of fuel. The fuel surcharge provisions and mileage

shall be reviewed annually by the Chief of Police. Such review shall occur during January of each year. Any recommended increase or decrease in the fee by the Chief of Police must be approved by the City Manager.

(11) Lot Fee. A fee of fifteen dollars ($15.00) per vehicle may be charged by the wrecker company to offset costs of releasing vehicles.

(12) A twelve dollar ($12.00) one time fee7 may be charged for tarping a vehicle with broken windows or a vehicle otherwise open to the weather.

~~(6)~~ (13) No other charges are to be levied against vehicles towed under this section without the written authorization of the chief of police, or at the request of the vehicle's owner.

(14) Licensees shall provide to each owner or other authorized person an itemized bill indicating the amount for each service provided.

(b) With the exception of the first twenty-four hours a vehicle is on a licensee's lot ~~For storage at the licensee's facility~~, the licensee shall be paid twenty dollars for each twenty-four-hour period or portion thereof, for storage at the licensee's facility. Subject to the availability of space, vehicles which are towed by the licensee and which are operable shall be stored at the licensee's primary facility for a period of twenty-four hours. Vehicles which because of particular damage or because of their condition may be further damaged by exposure to inclement weather must be covered with a waterproof protective covering so that damage from inclement weather is minimized. Vehicles which

have been rendered inoperable may be taken directly to the licensee's secondary storage at the discretion of the licensee.

SECTION 3. The originals of Sections 3.49.040 and 3.49.130 of the Code of the City of Wichita, Kansas, are hereby repealed.

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. 6.

CITY OF WICHITA
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Ordinance Amendments, Sections 3.49.040 and 3.49.130 regarding Emergency Wrecker Services

INITIATED BY: Police and Law Departments

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: The city currently utilizes a wrecker rotation list for the removal of vehicles which are involved in accidents or which are abandoned on the highway causing traffic hazards. Chapter 3.49 of the Code of the City of Wichita establishes procedures to be utilized by the Wichita Police Department to administer the towing program. Additionally, because these are non-consensual tows, the ordinance provides fee limitations on the costs which may be charged to citizens for these tows.

Emergency Wrecker Companies have requested, due to increases in fuel and operational expenses, rate increases for the fees which may be charged for emergency tows. Staff has negotiated the proposed increase with the wrecker companies and is recommending that the proposed ordinance be adopted. Storage fees were previously increased in 2005; the current proposal does not adjust the storage fees. The proposed fees equal those allowed by Overland Park and are consistent with those charged in other jurisdictions.

Analysis: The proposed amendment increases the following fees:

	Current	Proposed Changes
Tow Fee	$ 65.00	$ 80.00
Waiting Time per ¼ hour	$ 10.00	$ 18.00
Storage	$ 20.00	$ 20.00
Specialized towing (overturned vehicle)	$ 20.00	$ 43.00
Dolly	$ 20.00	$ 43.00
2½ ton wrecker tow	$100.00	$120.00
Mileage (2½ ton)	$ 4.50	$ 5.15
Mileage	$ 2.85	$ 3.50
Winching (per ½ hr.)	$ 15.00	$ 25.00
Winching (2½ ton)	$ 25.00	$ 35.00
Processing Fee (to WPD)	$ 15.00	$ 15.00
Tractor & Trailer	0	$250.00
Landoll Trailer	0	$125.00
Lot Fee	0	$ 15.00
Tarping Fee	0	$ 12.00
Fuel Surcharge (to be reviewed annually)	0	7% of basic tow

The ordinance provides that the fuel surcharge is to be reviewed annually by the Chief of Police. Any

change to the fuel charge fee must be approved by the City Manager.

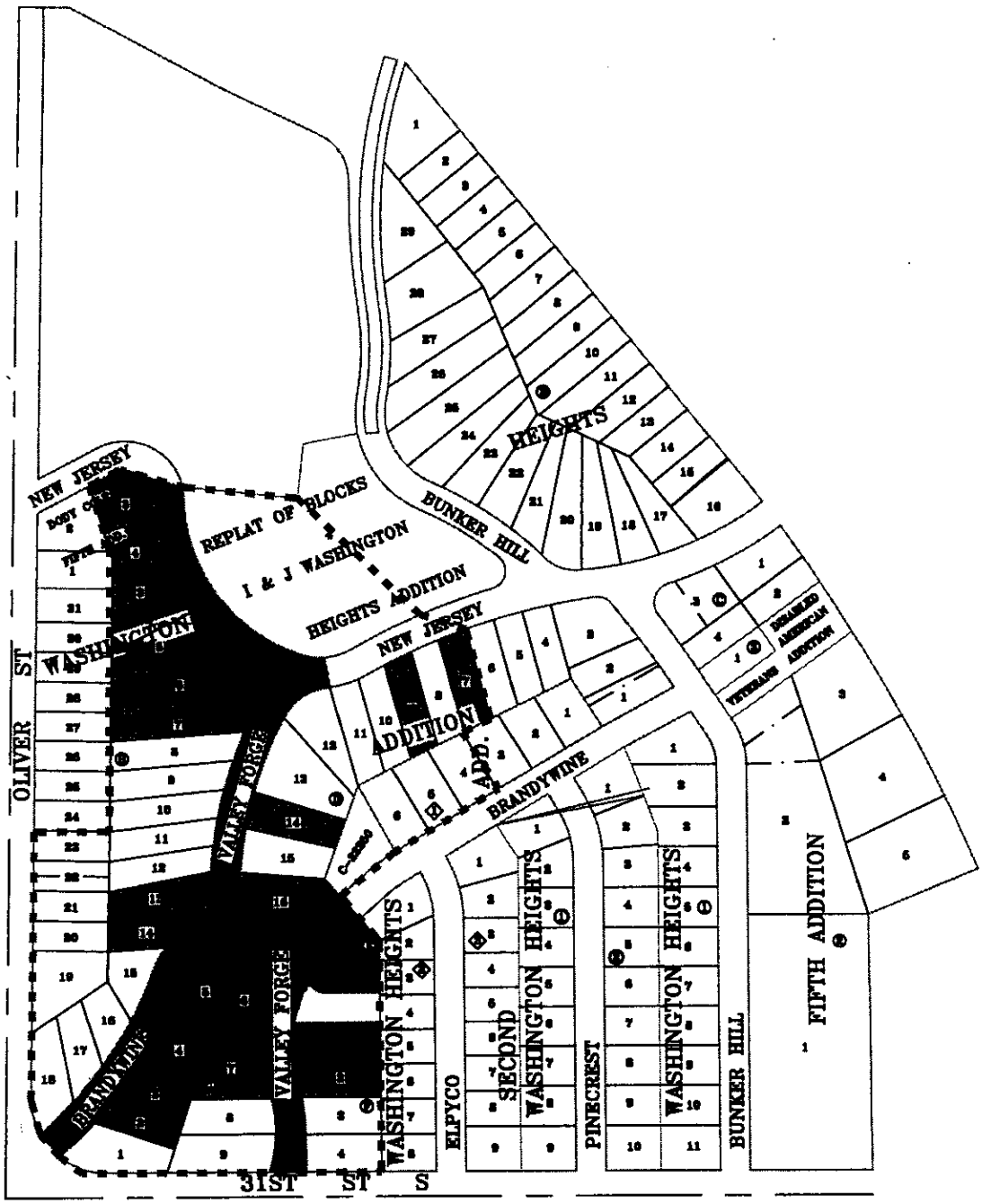
Financial Considerations: None

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

Goal Impact: The ordinances will assist in providing a safe and secure community.

Recommendations/Actions: Place the ordinance on first reading.

PROPOSED PAVING OF VALLEY FORGE, BRANDYWINE & NEW JERSEY



RESIDENT OWNERS SIGNED (53%)

AREA SIGNED (39%)

IMPROVEMENT DISTRICT BOUNDARY

PROPOSED IMPROVEMENT

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/14/2008	Pave New Jersey, Valley Forge, Brandywine

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.	$46,300	$293,700		$340,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	$46,300	$293,700		$340,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

53% Petition

472-84718

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 4/22/07	Date

Estimated assessments for paving Valley Forge, Brandywine & New Jersey.

Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Driveway Assessment	04/10/08 Annual Payment**	Resident Owners	cost area rate	$264,879 667,384 0.396891	Area Signed
WASHINGTON HEIGHTS ADD											
C 34478	WALSBERG, VICTOR R ETAL	5017 E NEW JERSEY	LOT 7, BLOCK D	10216.1	$4,055	$0	$391	2			10216.15
C 34479	HOULIHAN, TIMOTHY A PO BOX 16352 WICHITA KS 67216	5013 E NEW JERSEY	LOT 8, BLOCK D	10486.5	$4,162	$0	$401	1			
C 34480	LONG, DANNY K & SUE A	5009 E NEW JERSEY	LOT 9, BLOCK D	9933.76	$3,943	$0	$380	2			9933.76
C 34481	MWANKUSYE, NSUBISI	5005 E NEW JERSEY	LOT 10, BLOCK D	9839.04	$3,905	$0	$376	1			
C 34482	CRAIN, CHARLIE R JR 5365 W 81ST VALLEY CENTER KS 67147		LOT 11, BLOCK D	9975.06	$3,959	$0	$381	nr			
C 34483	CRAIN, CHARLIE R JR 5365 W 81ST VALLEY CENTER KS 67147	3034 S VALLEY FORGE	LOT 12, BLOCK D	10643.1	$4,224	$1,200	$523	repeat			
C 34484	GREEN, ELIZABETH A 2905 WESTOVER DR WICHITA KS 67210	3042 S VALLEY FORGE	LOT 13, BLOCK D	13501.9	$5,359	$1,200	$632	1			
C 34485	DIAZ, GUSTAVO & TERESE	3056 S VALLEY FORGE	LOT 14, BLOCK D	14397.3	$5,714	$1,200	$666	2			14397.33
C 34486	NICHOLS, DONALD A & BRENDA J ATTN: DAVID DIETRICH 3121 BRANDYWINE WICHITA KS 67210		LOT 15, BLOCK D	14175.8	$5,626	$1,200	$658	2			
C 34487	DIETRICH, DAVID A	3121 S BRANDYWINE	LOT 16, BLOCK D	15720.6	$6,239	$1,200	$717	1			15720.55
C 34505	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210	4825 E NEW JERSEY	LOT 3, BLOCK H	7727.31	$3,067	$0	$295	1			7727.309
C 34506	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210	4903 E NEW JERSEY	LOT 4, BLOCK H	9669.49	$3,838	$0	$370	repeat			9669.49
C 34507	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210	4911 E NEW JERSEY	LOT 5, BLOCK H	13550.7	$5,378	$0	$518	repeat			13550.69
C 34508	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210	3037 E NEW JERSEY	LOT 6 EXC PT LY W OF LI 109 FT W OF NE COR LOT 6 RUNNING SLY TO PT 147 FT W OF SE COR LOT 6, BLOCK H	9649.44	$3,830	$0	$369	repeat			9649.442
C 345080001	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210		PT LOT 6 LY W OF LI 109 FT W OF NE COR LOT 6 RUNNING SLY TO PT 147 FT W SE COR LOT 6, BLOCK H	11564.5	$4,590	$0	$442	repeat			11564.55
C 34509	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210		LOT 7 EXC PT LY W OF LI 141 FT W OF NE COR LOT 7 RUNNING SLY TO PT 100 FT W OF SE COR LOT 7, BLOCK H	8900.99	$3,533	$0	$340	repeat			8900.994
C 345090001	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210	3037 S VALLEY FORGE	PT LOT 7 LY W OF LI 141 FT W OF NE COR LOT 7 RUNNING SLY TO PT 100 FT W OF SE COR LOT 7, BLOCK H	10884.4	$4,320	$0	$416	repeat			10884.45
C 34510	ROSEBOROUGH, LASHOND M ETAL	3045 S VALLEY FORGE	LOTS 8 & 9, BLOCK H	30030.4	$11,919	$1,200	$1,264	2			
C 34512	GREEN, MARY	3063 S VALLEY FORGE	LOT 10-11-12, BLOCK H	40295.1	$15,993	$1,200	$1,656	1			
C 34513	OZBUN, HARRY E JR & MARIA M	3105 S VALLEY FORGE	LOT 13, BLOCK H	12460.6	$4,946	$1,200	$592	2			12460.6
C 345130001	SMITH, BRIAN G & SHERYL E	3125 S BRANDYWINE	LOT 14, BLOCK H	12726.2	$5,051	$1,200	$602	2			12726.21
C 34514	SCHULTZ, R E II 364 N RUTAN WICHITA KS 67208	3131 S BRANDYWINE	LOT 15, BLOCK H	8682.05	$3,446	$1,200	$448	1			
C 34515	SCHULTZ, R E II 364 N RUTAN WICHITA KS 67208		LOT 16, BLOCK H	8852	$3,513	$1,200	$454	repeat			
C-34516	HEFLEY, GARY A & GAYLA F PO BOX 771163 WICHITA KS 67277		LOT 17-18-19 EXC N 100 FT OF LOT 19, BLOCK H	27133	$10,769	$1,200	$1,153	2			
C 34518000A	BANUELOS, FRANCISCO C 2209 N WACO WICHITA KS 67204	3130 S OLIVER	N 100 FT LOT 19, BLOCK H	13787	$5,472	$0	$527	1			
C 34519	MCMULLIN, CONNIE JO REVOCABLE TR AGREE	3112 S OLIVER	LOT 20, BLOCK H	8966.43	$3,559	$0	$343	1			
C 34520	BUSTAMANTES, ERNESTO & JENNIFER	3106 S OLIVER	LOT 21, BLOCK H	8552.96	$3,395	$0	$327	2			
C 34521	ROBINSON, VIVIAN M 3066 S OLIVER WICHITA KS 67210		S1/2 LOT 22, BLOCK H	4733.02	$1,879	$0	$181	1			
C 345210001	ROBINSON, VIVIAN M	3066 S OLIVER	N1/2 LOT 22-ALL LOT 23, BLOCK H	13478.8	$5,350	$0	$515	repeat			
C 34488	PHAN, STEVEN V & NGOCYEN N	3104 S BRANDYWINE	LOT 1, BLOCK E	15108.8	$5,997	$1,200	$693	2			15108.79

Estimated assessments for paving Valley Forge, Brandywine & New Jersey.							04/10/08		cost	$264,879	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Driveway Assessment	Annual Payment**	Resident Owners	area rate	667,384 0.396891	Area Signed
C 34489	MILLINGTON, DAVID T & CHLORISSA	3110 S VALLEY FORGE	LOT 1, BLOCK F	12649.6	$5,021	$1,200	$599	2			12649.6
C 34490	CHADWICK, JOANNA M & TERRY L	3116 S VALLEY FORGE	LOT 2, BLOCK F	13303.1	$5,280	$1,200	$624	2			13303.1
C 34491	HALL, CLARENCE ETUX	3122 S VALLEY FORGE	LOT 3, BLOCK F	11542	$4,581	$1,200	$557	2			
C 34492	CHAPMAN, VIVIAN L 33 JAMES DR SHALIMAR FL 32579	3128 S VALLEY FORGE	LOT 4 EXC PT TAKEN FOR RD, BLOCK F	14175	$5,626	$1,200	$658	nr			
C 34493	HEFLEY, GARY A & GAYLA F PO BOX 771163 WICHITA KS 67277	3134 S BRANDYWINE	LOT 1, BLOCK G	13369.5	$5,306	$1,200	$627	repeat			
C 34494	FARHA, LINDA J & HARVEY A 3130 BRANDYWINE WICHITA KS 67210		LOT 2 EXC N1/2, BLOCK G	4892.1	$1,942	$0	$187	2			4892.098
C 34495	FARHA, LINDA J & HARVEY A 3130 BRANDYWINE WICHITA KS 67210		N1/2 LOT 2, BLOCK G	4626.1	$1,836	$0	$177	repeat			4626.1
C 34496	FARHA, LINDA J & HARVEY A 3130 BRANDYWINE WICHITA KS 67210	3130 S BRANDYWINE	LOT 3, BLOCK G	9073.37	$3,601	$1,200	$463	repeat			9073.369
C 34497	HODGES, JAMES G & DOROTHY L REV TR	3120 S BRANDYWINE	LOT 4, BLOCK G	12224	$4,852	$1,200	$583	1			12223.96
C 34498	EDWARDS, SUYAPA	3110 S BRANDYWINE	LOT 5, BLOCK G	11896.2	$4,722	$1,200	$570	1			11896.15
C 34499	SWISHER, JUDITH A	3123 S VALLEY FORGE	LOT 6, BLOCK G	11785.3	$4,678	$1,200	$566	1			11785.33
C 34500	GREASHAM, MOSES JR & JAMI L	3131 S VALLEY FORGE	LOT 7, BLOCK G	15598.8	$6,191	$1,200	$712	2			15598.82
C 34502	CORNETT, WAYNE M & HEIDI L	4820 E 31ST ST S	LOTS 8 & 9, BLOCK G	30177.1	$11,977	$0	$1,154	2			
WASHINGTON HEIGHTS SECOND ADD.											
C 36653	WEAVER, JASON M & SHANNON ETAL 20272 RAVENWOOD LANE HUNTINGTON BEACH CA 92646	3031 S BRANDYWINE	LOT 4,BLOCK 1	11216.9	$4,452	$0	$429	nr			
C 36654	WEAVER, JASON M & SHANNON ETAL 20272 RAVENWOOD LANE HUNTINGTON BEACH CA 92647	3041 S BRANDYWINE	LOT 5, BLOCK 1	10793.4	$4,284	$0	$413	repeat			
C 36655	WEAVER, JASON M & SHANNON ETAL 20272 RAVENWOOD LANE HUNTINGTON BEACH CA 92648	3051 S BRANDYWINE	LOT 6, BLOCK 1	10174.7	$4,038	$0	$389	repeat			
DODY COLE 5TH ADD											
C 39511	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210	4811 E NEW JERSEY	LOT 3	12024.1	$4,772	$0	$460	repeat			12024.13
C 39512	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210		PT LOT 4 LY S OF LI 12 FT N SE COR NWLY TO PT 22 FT N SW COR	1815.84	$721	$0	$69	repeat			1815.841
C 395120001	EVERGREEN APARTMENTS LLC 3161 GEO WASH BLVD #302 WICHITA KS 67210	4819 E NEW JERSEY	PT LOT 4 LY N OF LI 12 FT N SE COR NWLY TO PT 22 FT N SW COR	8600.21	$3,413	$0	$329	repeat			8600.211
Unplatted Tracts											
C 22250	NICHOLS, DONALD A & BRENDA J ATTN: DAVID A & MARCIA L DIE 3121 BRANDYWINE WICHITA KS 67210		BEG SE COR LOT 16 BLK D WASHINGTON HGTS NELY 145 FT NWLY 150 FT M-L TO SE COR LOT 12 SWLY TO BEG SW1/4 SEC 1-28-1E	13195.3	$5,237	$0	$505	repeat			
WASHINGTON HEIGHTS-REPLAT BLKS I & J											
C 35777	SMITH, TERESA M PO BOX 783173 WICHITA KS 67278	4912 E NEW JERSEY	THE WEST HALF OF LOT 4, BLOCK 1	89,059	$35,347	$1,200	$3,521	1			
			Total:	667,384	$264,878	$28,800		40			260849.1
Abbreviations:											
etal. = and others											
etux. = and wife											
etvir. = and husband					Resident Owners Signed		52.50%				

Estimated assessments for paving Valley Forge, Brandywine & New Jersey.							04/10/08		cost	$264,879	
Key No.	Property Owner	Property Address	Legal Description	Area	Estimated	Driveway	Annual	Resident	area	667,384	Area
				(sq. ft.)	Assessment*	Assessment	Payment**	Owners	rate	0.396891	Signed
nr = non resident					Area Signed		39.09%				
* Estimated assessment for street construction based on $0.40 per square foot											
excluding drive approach (if applicable), inflation, and/or temporary financing.											
** Estimated Annual escrow payment based on 5% bond sale rate, and spread											
over 15 years											
	BREAKDOWN OF PROJECT COSTS										
	Amount assessed to the improvement district		$264,878								
	Add: City Share for Intersections (13.6%)		$46,321								
	Add: Estimated driveway costs***		$28,800								
	Total Estimated project cost		$340,000								
*** Driveway approach costs are assessed to individual properties based on the											
actual size of drive approach requested. Each property must have a driveway											
constructed with the project, unless it is a corner lot with access to another street.											
The approach must be at least 12' wide and will extend from the street to the											
property line. Total estimated cost for driveway construction is based on											
20' average width, at a cost of $1,200 per driveway. The annual payment above											
includes the street construction and driveway cost for each lot.											

RECEIVED

OCT 24 2007

CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-84718

Washington Heights Addition
Lots 7-16 Inclusive, Block D
Lot 1, Block E
Lots 1-4 Inclusive, Block F
Lots 1-9 Inclusive, Block G
Lots 3-23 Inclusive, Block H

Washington Heights Second Addition
Lots 4-6 Inclusive, Block 1

Dody Cole 5th Addition
Lots 3 & 4

Washington Heights-Replat Blks I & J
The west half of Lot 4, Block 1

Unplatted Tracts
In Section 1, Twp28S, R1E
Beginning in the Southeast Corner Lot 16 Block D Washington Heights Northeasterly 145 Feet Northwesterly 150 Feet M-L To Southeast Corner of Lot 12 Southwesterly To the Beginning Southwest 1/4

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

(a) That there be constructed pavement on **New Jersey Drive** from the northwest corner of Lot 4 of the Washington Heights Replat of Block I & J to the northeast corner of Lot 12, Block D of Washington Heights Addition and on **Valley Forge Road** from the northeast corner of Lot 7, Block H of Washington Heights Addition to 31st Street South and on **Brandywine Road** from southwest corner of Lot 18, Block H of Washington Heights Addition to the northeast corner of Lot 16, Block D of Washington Heights Addition. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being

Three Hundred Thousand Dollars ($340,000) exclusive of the cost of interest on borrowed money, with **86.4** percent payable by the improvement district and **13.6** percent payable by the City at Large. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **June 1, 2007.**

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

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

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

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.

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

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

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

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

	LEGAL DESCRIPTION	SIGNATURE	DATE
	Washington Heights Addition		
OK 2	LOT 7, BLOCK D	WALSBERG, VICTOR R ETAL	9/5/07 5/15/07
N. Home	5013 E. New Jersey LOT 8, BLOCK D 683-6280	HOULIHAN, TIMOTHY A	
OK 2	LOT 9, BLOCK D	LONG, DANNY K & SUE A	5/15/07 9/9/07
	5005 E. New Jersey LOT 10, BLOCK D	MWANKUSYE, NSUBISI	
No	5365 W. 81st St. Valley Center LOTS 11 & 12, BLOCK D 722-5377	CRAIN, CHARLIE R JR	
–	3042 S. Valley Forge LOT 13, BLOCK D	GREEN, ELIZABETH A	
OK 2	3056 S. Valley Forge LOT 14, BLOCK D	DIAZ, GUSTAVO & TERESE	9-9-07 6/1/07
4	3121 Brandywine LOT 15, BLOCK D	~~NICHOLS, DONALD A & BRENDA J~~ ATTN: DAVID DIETRICH	23 OCT 07 10-23-7
4	3121 Brandywine LOT 16, BLOCK D	DIETRICH, DAVID A	23 OCT 07 10-23-7
OK 5	Count - 5 ac. LOTS 3-4-5-6-7, BLOCK H	EVERGREEN APARTMENTS LLC	5/20/07
OK 4	LOTS 8 & 9, BLOCK H	~~ROSEBOROUGH, LASHOND M ETAL~~	9/9/07 5/20/07
	3063 S. Valley Forge LOT 10-11-12, BLOCK H	GREEN, MARY	

OK 2	LOT 13, BLOCK H	OZBUN, HARRY E JR & MARIA M 5/30/07 5/30/07
OK 2	LOT 14, BLOCK H	SMITH, BRIAN G & SHERYL E 6/1/07 6/1/07
+	3131 S. Brandywine LOTS 15 & 16, BLOCK H 304 N. Rabbit	SCHULTZ, R E II NO
	P.O. Box 771163 LOT 17-18-19 EXC N 100 FT OF LOT 19, BLOCK H 722-7065	HEFLEY, GARY A & GAYLA F NO
	3130 S. Oliver N 100 FT LOT 19, BLOCK H	BANUELOS, FRANCISCO C
	3112 S. Oliver LOT 20, BLOCK H	MCMULLIN, CONNIE JO REVOCABLE TR AGREE
	3106 S. Oliver LOT 21, BLOCK H	BUSTAMANTES, ERNESTO & JENNIFER
	3066 S. Oliver LOTS 22 & 23, BLOCK H	ROBINSON, VIVIAN M
OK 4	3104 S. Brandywine LOT 1, BLOCK E	9/9/07 PHAN, STEVEN V & NGOCYEN N 9/9/07
OK 2	3110 Valley Forge LOT 1, BLOCK F	6/10/07 MILLINGTON, DAVID T & CHLORISSA 6/10/07
OK 2	3116 Valley Forge LOT 2, BLOCK F	6/10/07 CHADWICK, JOANNA M & TERRY L 6/20/07
OK X	3122 S. Valley Forge LOT 3, BLOCK F	HALL, CLARENCE ETUX NO
No Rental	3128 S. Valley Forge LOT 4 EXC PT TAKEN FOR RD, BLOCK F	CHAPMAN, VIVIAN L
	3134 S. Brandywine LOT 1, BLOCK G	HEFLEY, GARY A & GAYLA F NO

OK 4	Count 4 LOTS 2 & 3, BLOCK G	FARHA, LINDA J & HARVEY A 4/10/07 7/20/07
OK 2	Dorothy L. Hodges Trust LOT 4, BLOCK G	HODGES, JAMES G & DOROTHY L REV TR 7/30/07 7/30/07
Corner OK 2	LOT 5, BLOCK G	EDWARDS, SUYAPA 7/5/07
Hold Sign 1	LOT 6, BLOCK G	SWISHER, JUDITH A 9-13-07
OK 2	LOT 7, BLOCK G	GREASHAM, MOSES JR & JAMI L 8/25/07 9/7/07
	4920 E. 31st. Street LOTS 8 & 9, BLOCK G	CORNETT, WAYNE M & HEIDI L

Washington Heights Second Addition

2031 S. Brandywine LOTS 4-5-6,BLOCK 1	WEAVER, JASON M & SHANNON ETAL

Dody Cole 5th Addition

OK 2	Count 2 LOTS 3 & 4 4911 E. New Jersey	EVERGREEN APARTMENTS LLC 7/7/07

Washington Heights-Replat Blks I & J

NO	4912 New Jersey THE WEST HALF OF LOT 4, BLOCK 1	584-6993 SMITH, TERESA M

Unplatted Tracts

3121 Brandywine BEG SE COR LOT 16 BLK D WASHINGTON HGTS NELY 145 FT NWLY 150 FT M-L TO SE COR LOT 12 SWLY TO BEG SW1/4 SEC 1-28-1E	686-6953 NICHOLS, DONALD A & BRENDA J ATTN: DAVID A & MARCIA L DIE 28 OCT 07 10-23-07

C-22250
already paved

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.

Shawn Mellizs
Name

455 N Main
Address

4632
Telephone Number

Sworn to and subscribed before me this 24 day of October, 2007.

Deputy City Clerk

Agenda Item No. 7.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Petition to pave parts of New Jersey Drive, Valley Forge Road and Brandywine Road (east of Oliver, north of 31st St. South) (District III)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 21 of 40 (53%) resident owners and 39% of the improvement district area. District III Advisory Board sponsored an April 2, 2008, neighborhood hearing on the project. The Board voted 9-0 to recommend approval of the project.

Analysis: The project will provide paved access to an existing single family and multi-family residential area.

Financial Considerations: The estimated project cost is $340,000 with $293,700 assessed to the improvement district and $46,300 paid by the City. The City share is for the cost of intersection construction with General Obligation bonds as the funding source. The method of assessment is the square foot basis. The estimated assessment to individual properties is $00.40 per square foot of ownership.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving in an existing residential area.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

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

Attachments: Map, CIP Sheet, Assessment Roll, Petition and Resolution.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **NEW JERSEY DRIVE FROM THE NORTHWEST CORNER OF LOT 4 OF THE WASHINGTON HEIGHTS REPLAT OF BLOCK I & J TO THE NORTHEAST CORNER OF LOT 12, BLOCK D OF WASHINGTON HEIGHTS ADDITION AND ON VALLEY FORGE ROAD FROM THE NORTHEAST CORNER OF LOT 7, BLOCK H OF WASHINGTON HEIGHTS ADDITION TO 31ST STREET SOUTH AND ON BRANDYWINE ROAD FROM SOUTHWEST CORNER OF LOT 18, BLOCK H OF WASHINGTON HEIGHTS ADDITION TO THE NORTHEAST CORNER OF LOT 16, BLOCK D OF WASHINGTON HEIGHTS ADDITION (EAST OF OLIVER, NORTH OF 31ST ST. SOUTH) 472-84718** 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 **NEW JERSEY DRIVE FROM THE NORTHWEST CORNER OF LOT 4 OF THE WASHINGTON HEIGHTS REPLAT OF BLOCK I & J TO THE NORTHEAST CORNER OF LOT 12, BLOCK D OF WASHINGTON HEIGHTS ADDITION AND ON VALLEY FORGE ROAD FROM THE NORTHEAST CORNER OF LOT 7, BLOCK H OF WASHINGTON HEIGHTS ADDITION TO 31ST STREET SOUTH AND ON BRANDYWINE ROAD FROM SOUTHWEST CORNER OF LOT 18, BLOCK H OF WASHINGTON HEIGHTS ADDITION TO THE NORTHEAST CORNER OF LOT 16, BLOCK D OF WASHINGTON HEIGHTS ADDITION (EAST OF OLIVER, NORTH OF 31ST ST. SOUTH) 472-84718** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **New Jersey Drive from the northwest corner of Lot 4 of the Washington Heights replat of Block I & J to the northeast corner of Lot 12, Block D of Washington Heights Addition and on Valley Forge Road from the northeast corner of Lot 7, Block H of Washington Heights Addition to 31st Street South and on Brandywine Road from southwest corner of Lot 18, Block H of Washington Heights Addition to the northeast corner of Lot 16, Block D of Washington Heights Addition (east of Oliver, north of 31st St. South) 472-84718.**

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 **Three Hundred Forty Thousand Dollars ($340,000)** exclusive of the cost of interest on borrowed money, with **86.4** percent payable by the improvement district and **13.6** percent payable by the City at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2007** 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:

WASHINGTON HEIGHTS ADDITION
Lots 7 through 16 Inclusive, Block D
Lot 1, Block E
Lots 1 through 4 Inclusive, Block F
Lots 1 through 9 Inclusive, Block G
Lots 3 through 23 Inclusive, Block H

WASHINGTON HEIGHTS SECOND ADDITION
Lots 4 through 6 Inclusive, Block 1

DODY COLE FIFTH ADDITION
Lots 3 and 4

WASHINGTON HEIGHTS-REPLAT BLKS I & J
The west half of Lot 4, Block 1

UNPLATTED TRACTS
In Section 1, Twp28S, R1E
Beginning in the Southeast Corner Lot 16 Block D Washington Heights Northeasterly 145 Feet Northwesterly 150 Feet M-L to the Southeast Corner of Lot 12 Southwesterly To the Beginning Southwest 1/4

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall

be on a **square foot** basis.

Where the ownership of a single lot 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. 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. 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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

4436-9

Agreement No. 148-06

PROJECT NO. (US) 54-87 K-9879-01

RIGHT OF WAY ACQUISITION, INTERSECTION IMPROVEMENTS, AND CONSTRUCTION OF FRONTAGE ROAD

CITY OF WICHITA, KANSAS

SEDGWICK COUNTY, KANSAS

AGREEMENT

PARTIES: **DEBRA L. MILLER, Secretary of Transportation**, Kansas Department of Transportation, (KDOT) hereinafter referred to as "Secretary;"

City of Wichita, Kansas, hereinafter referred to as "City;" and

Sedgwick County, Kansas, hereinafter referred to as "County;"

Collectively referred to as the "Parties."

PURPOSE: Secretary has authorized a National Highway System and local street right of way and construction project, hereinafter referred to as the "Project." Secretary, City, and County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of local streets in the City of Wichita and Sedgwick County utilizing state funds. City and County desire to construct the Project on US-54 and on the new frontage road in the City of Wichita and Sedgwick County. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of local streets and state highways; provided however, that in order to be eligible for aid, such work is required to be done in accordance with the laws of Kansas.

PROJECT: Secretary, City, and County desire to enter into this Agreement for right of way purchase for and construction of the Project, which is described as follows:

Signalization and geometric improvement of the intersection of US-54 Highway and 135th Street West; reconstruction of frontage road tie-ins at 135th Street West on the North side of US-54 highway; and construction of a two-lane frontage road on the south side of US-54 highway from 135th Street West to 119th Street West. The intent is to use City's freeway expansion plans to minimize future reconstruction. The Project also includes grading, paving, bridge construction, storm sewer, and right of way acquisition.

EFFECTIVE DATE: The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on _____ _____, 200___.

ARTICLE I

SECRETARY AGREES:

1. To provide technical information upon request to help City and County acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT.

2. To participate in the Project for sixty-seven percent (67%) of the total actual costs of right of way acquisition and construction (which includes the costs of all construction contingency items), but not to exceed a maximum responsibility of $3,283,000. Secretary shall not be responsible for any right of way acquisition and construction costs (which include the cost of all construction contingency items) that exceed $4,900,000.

Secretary agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction Engineering.

Secretary is not responsible for the total actual costs of preliminary engineering and utility adjustments for the Project.

3. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by City and County. Secretary further agrees, as agent for City and County, to administer the construction of the Project in accordance with the final design plans and administer the payments due the contractor, including the portions of the cost borne by City and County.

4. To require the contractor to indemnify, hold harmless, and save Secretary, City, and County from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If Secretary, City, or County defends a third party's claim, the contractor shall indemnify Secretary, City, and County for damages paid to the third party and all related expenses that either Secretary, City, County, or any combination thereof incur in defending the claim.

5. After receipt of the final voucher claim, Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the County is responsible and shall then transmit the complete and final billing to the County.

ARTICLE II

CITY AND COUNTY AGREE:

1. The Project shall be undertaken, prosecuted and completed for and on behalf of City and County by Secretary acting in all things as their agent, and City and County hereby constitute and appoint Secretary as their agent, and all things hereinafter done by Secretary in connection therewith are hereby by City and County authorized, adopted, ratified, and confirmed to the same extent and with the same effect as though done directly by City or County acting in their own individual corporate capacity instead of by their agent.

2. Secretary is authorized by City and County to take such steps as are deemed by Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for this Project.

3. City is responsible for the design of the portion of the Project to include the frontage road on the south side of US-54 from 135th Street West to 119th West Street.

City further agrees to design City's respective portion of the Project or contract to have City's respective portions of the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

4. County is responsible for the design of the portion of the Project to include the signalization of 135th Street, the geometric improvements to each of the intersection legs, and the improvements to both frontage roads on the north side of US-54.

County further agrees to design County's respective portion of the Project or contract to have County's respective portions of the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the County's approved Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

5. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 3 above. Contracts between City, County, and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with Article II, paragraphs 3 and 4 of this agreement. In addition, any contract between City, County, and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.

b. Language requiring the consultant to submit to City and County (and to Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

6. City and County and any consultant retained by City or County shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items that may be performed by Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of City's, County's, and their consultants' duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, City, County, or other political subdivision, or the traveling public. Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant, City, or County.

7. Duly appointed representatives of City and of County are authorized to sign for City and County any or all routine reports as may be required or requested by Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

8. They will, in their own name as provided by law, acquire by purchase, dedication or condemnation all of the right of way, easements and access rights shown on the final design plans in accordance with the schedule established by KDOT. City and County agree that the necessary right of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. City and County shall certify to Secretary, on forms provided by the Bureau of Local Projects, that such right of way, easements and access rights have been acquired. City and County further agree that they will have recorded in the Office of the Register of Deeds all right of way deeds, dedications, permanent easements and temporary easements.

9. To contact Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree that Secretary will provide relocation assistance for

eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

10. To provide all legal descriptions required for right of way acquisition work. City and County further agree to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT. City and County agree that copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by Secretary.

11. If federal funds are used in the acquisition of the right of way, any disposal of or change in the use of right of way or in the access after Project construction will require prior written approval by Secretary. Secretary has control of access as shown on the final design plans.

12. Secretary shall have the right to utilize any land owned or controlled by City and County, lying inside or outside the limits of City and County as shown on the final design plans, for the purpose of constructing the Project. Secretary shall not participate in the cost of these right of way or easements.

13. They will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state and federal laws, the expense of removal and/or adjustment of utilities located on public right of way shall be borne by the utility owners. The expense of the removal or adjustment of privately owned utilities located on private right of way or easement shall be borne by City and County except as provided by state and federal laws.

14. They will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. City and County further agree to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. City and County further agree to certify to Secretary on forms supplied by Secretary that all utilities that are required to be moved prior to construction have either been moved or a date provided by City or County as to when, prior to construction, they will be moved. City and County will initiate and proceed to complete adjusting the remaining utilities that are not required to be moved during construction in order that the contractor shall not be delayed in construction of the Project. To the extent permitted by law, City and County will indemnify, hold harmless, and save Secretary and the construction contractor for damages incurred by Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

15. To furnish Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.

16. To certify to Secretary that all privately owned utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which Party will bear the cost of future adjustments or relocations that may be required as a result of street or highway improvements.

17. To appoint County as lead agent for City in this Project and for the responsibility of the payment of City's and County's financial match for the Project.

18. They shall be jointly responsible for thirty-three percent (33%) of the total actual costs of right of way and construction costs (which include the cost of all construction contingency items) for the Project, subject to any services-in-kind which are deemed by Secretary to be accepted as a portion of City's and County's share, but not to exceed a maximum responsibility of $1,617,000. City and County agree to be responsible for one hundred percent (100%) of the right of way and construction costs (which include the cost of all construction contingency items) exceeding $4,900,000. Services in kind may include, but are not limited to: the value of donated right of way, acquisition of right of way by consultant, design contracts, and adjustments of utilities on private property.

City and County further agree to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering and utility adjustments for the Project.

City and County are not responsible for the total actual costs for construction engineering for the Project.

19. To be responsible for one hundred percent (100%) of any Project costs incurred by City or County for the Project prior to the funding for the Project being authorized, obligated, and approved by Secretary.

20. County will deposit with Secretary City's and County's estimated shares of the total Project expenses based upon estimated approved contract quantities. County will remit the estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by County from Secretary. The date indicated for County to deposit the estimated share of the total Project expenses is fifty (50) days after the letting date.

21. If any payment is due to Secretary, such payment will be made by County within thirty (30) days after receipt of a complete and final billing from Secretary's Chief of Fiscal Services.

22. To participate and cooperate with Secretary in an annual audit of the Project. City and County shall make its records and books available to representatives of Secretary and/or the Federal Highway Administration for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by City and/or County

for items considered non-participating, City and/or County shall promptly reimburse Secretary for such items upon notification by the Secretary.

23. If they cancel the Project, they will reimburse Secretary for any costs that are incurred by Secretary prior to the cancellation of the Project. City and County agree to reimburse Secretary within thirty (30) days after receipt by County of Secretary's statement of the costs incurred by Secretary prior to the cancellation of the Project.

24. To provide Secretary an accounting of all actual non-participating costs which are paid directly by City or County to any party outside of KDOT and all costs incurred by City or County not to be reimbursed by KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable Secretary to report all costs of the Project to the legislature.

25. To adopt an ordinance and/or resolution requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and they will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed that all such encroachments be removed before the Project is advertised for letting; provided, however, that if Secretary is satisfied, with respect to any encroachment, that the physical removal thereof has been fully provided for between City or County and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, Secretary may cause the Project to be advertised for letting before such encroachment is fully removed. City and County further agree that it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of the Project and will require that any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve feet back of the right of way line. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

26. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

27. City agrees with respect to City owned and maintained property and County agrees with respect to County owned and maintained property to locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks that are discovered on rights of way, easements and access rights acquired by City or County. To the extent permitted by law, City and County shall be responsible to Secretary for all damages, fines or penalties, expenses, claims and costs incurred by Secretary from any hazardous waste site discovered on rights of way, easements and access rights acquired by City or County prior to commencement of construction of the Project. City and County shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. City and County will investigate any and all hazardous waste sites discovered during construction of the Project on City or County owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage

tanks, to the extent permitted by law, City and County shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement that any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third Parties shall remain as imposed by law.

City and County, by signing this Agreement with Secretary have not repudiated, abandoned, surrendered, waived or forfeited their right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by City or County. City and County reserve the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by City or County.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but are not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and City and County standards where the hazardous waste site is located.

28. To prohibit parking of vehicles on the Project and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways that Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

29. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by Secretary.

30. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within City and County other than those shown on the final

design plans, and in accordance with the KDOT Corridor Management Policy, unless prior approval is obtained from Secretary.

31. To control the construction or use of any entrances along the Project within City and County including those shown on the final design plans, and in accordance with the KDOT Corridor Management Policy.

32. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

33. When the Project is completed and final acceptance is issued, they will, at their own cost and expense, maintain the frontage roads that fall within their respective jurisdictions and which were constructed during this Project, and will make ample provision each year for such maintenance.

ARTICLE III

THE PARTIES AGREE:

1. If City sells any right of way acquired for this Project, City agrees to reimburse Secretary sixty-seven percent (67%) of the original purchase price of such right of way within thirty (30) days after the right of way has been sold.

2. If County sells any right of way acquired for this Project, County agrees to reimburse Secretary sixty-seven percent (67%) of the original purchase price of such right of way within thirty (30) days after the right of way has been sold.

3. The final design plans for the Project are by reference made a part of this Agreement.

4. Plans for handling traffic during construction must be included in the design plans provided by City and County and must be in conformity with the latest version, as adopted by Secretary, of the Manual of Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. Secretary or his or her authorized representative may act as City's and County's agent with full authority to determine the dates when any road closings shall commence and terminate. Secretary or his or her authorized representative shall notify City and County of the determinations made pursuant to this section.

5. If any items are found to be non-participating by Secretary, the total cost of these items will be paid for by City and County.

6. Representatives of Secretary may make periodic inspection of the Project and the records of City and County as may be deemed necessary or desirable. City and County will direct or cause their contractors to accomplish any corrective action or work required by Secretary's representative as needed. Secretary does not undertake (for the benefit of City, County, the contractor, the consultant, or any third

party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractors' errors, omissions, or deviations from the final design plans and specifications.

7. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference.

8. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT that were incurred prior to the termination of the Agreement.

9. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

10. The Provisions found in Contractual Provisions Attachment (Form DA-146a) which is attached hereto, are hereby incorporated in this contract and made a part thereof.

11. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Secretary, City, County, and their successors in office.

12. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

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IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

County Clerk

Sedgwick County Board of County Commissioners

Commission Chairman Thomas G. Winters

(SEAL)

ATTEST:

Karen Sublett, City Clerk

City of Wichita, Kansas

Carl Brewer, Mayor

(SEAL)

Approved as to Form:
Gary Rebenstorf
City Attorney &
Director of Law

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

By:

Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

(5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the consultant under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.

(9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Agenda Item No. 8.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Kellogg Frontage Road, between 135th St. West and 119th St. West (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Project and City/County/State Agreement.

Background: The Kansas Department of Transportation (KDOT) has agreed to participate in the funding of a new frontage road on the south side of Kellogg, between 135th St. West and 119th St. West. Sedgwick County has also agreed to participate in the project funding because the west ½ mile of the project is not within the Wichita City limits. On November 15, 2005, the City Council approved a City/County agreement that established a basis for the County's funding. A City/County/State agreement has been prepared that outlines the responsibilities of the City, Sedgwick County and KDOT.

Analysis: The project consists of a two lane roadway on the south side of Kellogg that will connect to 135th St. West and 119th St. West. It will reduce the need to connect future development directly to the through lanes of Kellogg. The completed project will be incorporated into the Kellogg freeway when it is built in this area. The project will be bid by KDOT in June, and construction administration will also be thru KDOT.

Financial Considerations: The estimated project cost is $4,900,000, with $3,283,000 paid by KDOT, $808,500 paid by the County and $808,500 paid by the City of Wichita. Previous right-of-way purchase costs will apply to the City's share. The funding source for the City share is the local sales tax.

Legal Considerations: The Law Department has approved the City/County/State agreement as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project, approve the City/County/State Agreement, authorize the necessary signatures and authorize the signing of County/State/Federal Agreements as required.

Attachment: Agreement.

Broadway
S BROADWAY AV
N
E CLARK ST
S MARKET ST
S MAIN ST
S WA ER ST
Mt Vernon Avenue
S WICHITA ST
W KINKAID AVE
S WACO AVE
S PALISADE AV
W SKINNER ST
S GOLD ST
W CLARK ST
W KINKAID AVE
S EXCHAN PL
S SILVER AVE
S SILVER ST
W GREENWAY CT
S GREENWAY B D
Arkansas River

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/16/2008	Mt Vernon; Ark River - Broadway

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
F-200607		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	KDOT	FED	TOTAL
Right of Way				
Paving, grading & const.	$4,000,000			$4,000,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Freeway				
Totals	$4,000,000			$4,000,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84289

13. Recommendation: approve the project and ordinance

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **47-510** OF THE CITY OF WICHITA, KANSAS DECLARING **MT. VERNON, BETWEEN BROADWAY AND THE ARKANSAS RIVER (472-84289)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

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

SECTION 1. SECTION 1 of Ordinance **47-510** is hereby amended to read as follows:

"SECTION 1. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Mt. Vernon, between Broadway and the Arkansas River (472-84289)** as a main trafficway in the follow particulars:

The design, construction of a roadway, acquisition of right-of-way, relocation of utilities installation of traffic signals, and landscaping, as necessary for a major traffic facility.

SECTION 2. SECTION 2 of Ordinance **No. 47-510** is hereby amended to read as follows:

"SECTION 2. The cost of the construction of the above described improvements is estimated to be **Four Million Dollars ($4,000,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 1 and 2 of Ordinance **No. 47-510** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, 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 _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. 9.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Mt. Vernon Improvement, between the Arkansas River and Broadway (District III)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Project.

Background: The 2007-2016 Capital Improvement Program (CIP) includes funding to reconstruct Mt. Vernon between the Arkansas River and Broadway. On December 13, 2005, the City Council approved an agreement with MKEC Engineering Consultants to prepare a design concept for the project. On May 2, 2007, District III Advisory Board held a neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the design concept and project. On July 3, 2007, the City Council approved the design concept and additional funding to complete the design and acquire required right-of-way.

Analysis: The project consists of the construction of a large concrete box drain along Mt. Vernon from near Topeka to the Arkansas River. The existing two lane pavement will be replaced with a new two lane street that has left turn lanes at the east and west approaches to Broadway and sidewalk on both sides of the street. New traffic signals will be installed at Broadway. The project is planned to begin this summer. The size of the drainage structure will necessitate the closure of Mt. Vernon during construction.

Financial Considerations: The total estimated project cost is $4,000,000 and is budgeted in the CIP. The City Council previously approved $367,500 for design and right-of-way acquisition. The storm water sewer portion is estimated to be $1.3 million of the total cost. The funding source is General Obligation Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow and drainage in an existing residential and commercial area.

Legal Considerations: The Law Department has approved the Amending Ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the Project, place the Amending Ordinance on First Reading and authorize the necessary signatures.

Attachments: Map, CIP Sheet and Ordinance.

132019

Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **47-510** OF THE CITY OF WICHITA, KANSAS DECLARING **MT. VERNON, BETWEEN BROADWAY AND THE ARKANSAS RIVER (472-84289)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

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

SECTION 1. SECTION 1 of Ordinance **47-510** is hereby amended to read as follows:

"SECTION 1. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Mt. Vernon, between Broadway and the Arkansas River (472-84289)** as a main trafficway in the follow particulars:

The design, construction of a roadway, acquisition of right-of-way, relocation of utilities installation of traffic signals, and landscaping, as necessary for a major traffic facility.

SECTION 2. SECTION 2 of Ordinance **No. 47-510** is hereby amended to read as follows:

"SECTION 2. The cost of the construction of the above described improvements is estimated to be **Four Million Dollars ($4,000,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 1 and 2 of Ordinance **No. 47-510** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, 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 _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

City Of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: U. S. Geological Survey Joint Funding Agreement

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the Joint Funding Agreement between the U.S. Geological Survey and the City of Wichita for water quality sampling of the passive recharge well demonstration.

Background: Recharge Basin No. 1 was constructed as part of Phase 1 of the Aquifer Storage and Recovery Project. Initial soil testing indicated that the site would be appropriate for a recharge basin and the basin was subsequently constructed. The clay content of the sand in the basin was higher than initial tests had shown, causing the basin not to function as intended.

Analysis: Burns & McDonnell Engineering has designed a passive recharge system that will allow water to enter the basin, percolate through a shallow trench into a pipe and be recharged into the aquifer via a passive recharge well. Since water will be placed into the aquifer by this alternate method, the aquifer adjacent to this well must be closely monitored to ensure that any micro organisms that might have entered the basins are filtered out, or eliminated, through the recharge process. This demonstration will also help provide additional geochemical information regarding the effect of recharging surface water directly through recharge wells. The U.S. Geological Survey (USGS) has agreed to install the monitoring system for testing and to provide sampling and analysis services.

Data will be collected over a six-month period with a report detailing the findings. The report will aid in regulatory compliance for future phases of the ASR project, provide an alternate method to use Recharge Basin No. 1 and possibly expand the use of passive recharge wells in future phases of the project. These tests will be of value and have relevance to other recharge projects across the nation, as they look at water source options when mixing waters with different geochemical characteristics.

Financial Considerations: The cost for instrumentation, testing and preparation of the report is $264,000. The USGS cost-share will be $50,000 with the remaining $214,000 paid by Water Utilities. Capital Improvement Program, Water Supply Plan Phase III (CIP W-549), has adequate budget to cover the costs of the program.

Goal Impact: The project will help ensure efficient infrastructure by assuring adequate water supplies now and in the future and is a critical component of the City's infrastructure**.**

Legal Considerations: The Joint Funding Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the expenditures; 2) authorize the Joint Funding Agreement with the USGS; and 3) authorize the necessary signatures**.**

Attachments: U.S. Geological Survey Joint Funding Agreement

SUPPLEMENTAL AGREEMENT

TRANSIT SERVICES INTELLIGENT TRANSPORTATION SYSTEMS PROJECT NO. 87 K-9123-11

This Agreement is made and entered into on _____ _____, 2008, by and between, Debra L. Miller, Secretary of Transportation, hereinafter referred to as "Secretary," Kansas Department of Transportation, hereinafter referred to as KDOT, the City of Wichita, Kansas, hereinafter referred to as "City", Sedgwick County, Kansas, hereinafter referred to as "County", and the Wichita Area Metropolitan Planning Organization, hereinafter referred to as "WAMPO", collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Wichita Metropolitan Area Early Deployment Study was completed in 1998 through the joint efforts of City, County, KDOT, and the United States Department of Transportation; and

WHEREAS, KDOT's Intelligent Transportation System (ITS) Set-Aside Program has approved $3,750,000 for ITS projects in the WAMPO Area (Wichita-Sedgwick County Area – Wichita ITS Program), as requested by City and County; and

WHEREAS, KDOT, City, and County entered into a Memorandum of Understanding dated February 12, 2002 wherein they agreed to share the costs and responsibilities for the design and implementation of an Intelligent Transportation System (ITS) in the Wichita-Sedgwick County Area; and

WHEREAS, KDOT, City, and County entered into a Supplemental Agreement dated September 15, 2004 to a Memorandum of Understanding dated February 12, 2002, wherein, as provided by Paragraph 3.B.3, funding was set aside for the integration of City's Transit Services with non-public safety ITS deployment: and

WHEREAS, this Supplemental Agreement, for State Project No. 87 K-9123-11, hereinafter referred to as the "Project," states the terms and conditions under which each party will be responsible for payment of their respective portions of the City's Transit Services ITS Project.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Parties hereto mutually agree as follows:

1. The Project includes, but is not limited to:
    a. The issuance of a consultant contract for the design, implementation, and deployment of the following project applications;
        i. Automatic Vehicle Location (AVL) system with Global Positioning System (GPS);
        ii. Automated Stop Announcement system;

iii. External Vehicle Identification system;
iv. Computer Aided Dispatch system with Mobile Data Terminals;
v. Automated Passenger Count system;
vi. Customer Service system;
vii. Vehicle Diagnostic system.

2. City's Transit Services Department will employ the Project to provide:
   a. Improvement to overall dispatching and operational efficiency for customer satisfaction;
   b. Increased driver and passenger safety and security; and
   c. Improved transit generated information and process of dissemination.

3. Funding source for the project is $605,789 FFY03 ITS Demonstration/HDP Fund, to be distributed/administered by KDOT.

4. All costs above the outlined amount in Item 3 will be the responsibility of City. This agreement shall not make KDOT responsible for any project funding other than that appropriated by the FFY03 ITS Demonstration/HDP Fund.

5. City, County, and WAMPO agree that WAMPO shall be the party responsible for issuance of all invoices to KDOT for reimbursement purposes through City's billing system. City shall submit its invoices to WAMPO. WAMPO shall then forward all invoices from City to KDOT for reimbursement. Secretary agrees to make partial payments to WAMPO for amounts not less than $1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing. Once WAMPO has received payment from KDOT, it shall forward City's portion of said payment to City. Upon receipt of a Project invoice from City, KDOT agrees to issue payment to City, no later than thirty (30) days after receipt of each invoice. City agrees to reimburse Secretary for any non-participating items as determined by Secretary.

6. This process for payment shall continue until the entire scope of work for the Project, or any addendum to the scope of work, is completed. In the event of a state setoff, pursuant to K.S.A. 75-6203 et seq., during the life of the Project, all further financial obligations of City hereunder shall be suspended until such funds are released. Also, KDOT's financial obligations will be suspended until such funds are released to City.

7. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (Cash Basis Law) or the Kansas Budget Law (K.S.A. 79-2925) (Budget Law). Therefore, notwithstanding anything to the contrary herein contained, City's obligations under this Agreement are to be construed in a manner that assures City is at all times not in violation of the Cash Basis Law or the Budget Law. Accordingly, City's obligations hereunder will be subject to sufficiency of annual state and federal appropriations. Also, Secretary's obligations hereunder will be subject to sufficiency of annual state and federal appropriations.

8. Secretary shall not be responsible for any of City's and WAMPO's obligations under this Supplemental Agreement.

9. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties hereto and their successors and assigns.

10. City agrees that the Project will be developed under applicable KDOT, WAMPO, federal, and state air quality implementation plans.

11. City agrees to comply with the applicable goals or purposes of the newly enacted Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), enacted as Public Law 109-59 on August 10, 2005, specifically Title V, subtitle C (sections 5301-5310).

12. The Parties shall comply with all Federal acts identified on KDOT's Special Attachment as attached hereto and incorporated herein as Exhibit A.

13. The Parties mutually agree that no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this agreement.

This Space Intentionally Left Blank.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be executed by their respective authorized representatives.

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

By: _____ _____

Jerome T. Younger, P.E. Date
Deputy Secretary for Engineering and
State Transportation Engineer

This Space Intentionally Left Blank.

ADOPTED THIS _____ DAY OF _____ 2008, BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

The City of Wichita:

_____
Carl Brewer, Mayor

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

_____
Date

ATTEST:

_____
Karen Sublett
City Clerk

_____
Date

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ADOPTED THIS _____ DAY OF _____ 2008, BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS.

Sedgwick County**:**

_____
Thomas G. Winters, Chairman
Sedgwick County Board of County Commissioners

Approved as to Form:

_____
Jennifer L. Magana
Deputy County Counselor

_____
Date

ATTEST:

_____
Don Brace
County Clerk

_____
Date

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APPROVED THIS _____ DAY OF _____ 2008, BY:

Wichita Area Metropolitan
Planning Organization

_____
Jeff Longwell
WAMPO Chairperson

ATTEST:

_____
John Schlegel
WAMPO Secretary

_____
Date

Exhibit A

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “consultant” appears in the following seven “Nondiscrimination Clauses”, the term “consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

(1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

(5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the consultant under the contract until the contractor complies, and/or

(b) Cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation

(a) Disadvantaged Businesses as defined in the Regulations shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.

(9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.(Revised

(_____) Published in the Wichita Eagle,

REQUEST FOR PROPOSAL No. – FP

Sealed proposals will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 N. Main, Wichita, Kansas 67202, prior to **4:00 O'CLOCK P.M., . One (1) original and Ten (10) copies of the proposal are required.** Envelopes must be marked **"Request for Proposal FP8000" and show Due Date and Time** to identify contents. "Request For Proposal" must be signed and dated to submit a proposal for:

WICHITA TRANSIT

Intelligent Transportation System (ITS) Services Implementation Plan
Project Management Services

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 N. Main, Wichita, Kansas 67202 (316) 268-4636. This information is also available on the City of Wichita Web Site at www.wichita.gov

A **PRE-PROPOSAL TELEPHONE CONFERENCE** will be held in the Finance Conference Room, on the Twelfth Floor of City Hall, 455 N. Main, Wichita, Kansas on **2008, at 10:00 A.M**. Please dial (866) 248-0561 and enter the room number **2886522** *(the star key must be entered before and after your room number.)* The purpose of the meeting will be answer questions from contractors regarding the specifications and bidding procedure.

This procurement will be subject to the requirements of the Federal Financial Assistance with the Federal Transit Administration (FTA) and all FTA required provisions and other applicable governmental laws and regulations will apply including the following Equal Employment Opportunity Regulations and the Wichita Transit DBE provisions. Bidders must not be on the U.S. Comptroller General List of Ineligible Contractors.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 4:00 o'clockp.m., on

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316) 268-4636.

Dated at Wichita, Kansas this day of, 2008.

Melinda A. Walker
Purchasing Manager

ATTENTION

A PRE-PROPOSAL TELEPHONE CONFERENCE WILL BE HELD IN

THE FINANCE CONFERENCE ROOM

TWELFTH FLOOR, CITY HALL

455 NORTH MAIN STREET

WICHITA, KANSAS

AT 10:00 A.M.,

ON

Dial (866) 248-0561 and then enter the room number *__2886522__*

THE PURPOSE OF THE MEETING WILL BE TO REVIEW

REQUIREMENTS AND SPECIFICATIONS

CONTAINED IN THIS BID PACKAGE TO CORRECT

ANY ERROR OR TO MAKE ANY NECESSARY CHANGES.

ATTENDANCE AT THE TELEPHONE PRE-PROPOSAL IS **RECOMMENDED**

FOR THOSE FIRMS SUBMITTING PROPOSALS

AS A PRIME CONTRACTORS.

Wichita Transit

777 E. Waterman
Wichita, Kansas 67202
(316) 265-1450 and (316) 337-9287 Fax

REQUEST FOR PROPOSALS

FP8000

Intelligent Transportation Systems (ITS) Implementation Plan
Project Management Services

Pre-Proposal Telephone Conference:

10:00 a.m. ()

Proposals Due:

4:00 p.m. ()

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SECTION 1

BACKGROUND

1.1 General

Please note that throughout this RFP the following terms, among others, are interchangeable.

Bidder, Proposer, Consultant and Contractor;
Request for Proposal and RFP;
Bid and Proposal;
City of Wichita and The City; and
Wichita Transit and WT

1.2 Purpose

Wichita Transit (WT), a department of the City of Wichita, Kansas, wishes to hire a CONSULTANT to provide Project Management Services for development of an Intelligent Transportation Systems (ITS) Implementation Plan. A committee will be appointed to review and evaluate all responses to this RFP. The committee will also select a CONSULTANT for these services. The committee will consist of representatives appointed pursuant to established City of Wichita Procurement practices.

The purpose of the CONSULTANT'S proposal is to demonstrate their qualifications, competence and capacity to provide the services identified by this RFP. The CONSULTANT shall document the qualifications of the staff to be assigned to this project. The CONSULTANT shall also specify a proposed approach to providing these services to meet the requirements of this RFP. The CONSULTANT is encouraged to present alternative solutions to accomplishing the tasks identified in this RFP

The selection of a CONSULTANT will be determined by the evaluation criteria contained in this RFP. The person directing and coordinating these management coordination services at the local level will be Michael Vinson and / or Forrest Nagley of Wichita Transit.

All exceptions and alternates to any portion of this RFP shall follow timelines and procedures outlined in subsection 1.5 and shall be incorporated into CONSULTANT'S proposal. Further as an RFP, everything contained in this RFP is negotiable.

All approved exceptions and alternates to any portion of this RFP shall be incorporated into CONSULTANT'S Proposal using the Proposed Exception to The City's RFP Form (Attachment #1 to this RFP).

The requirements for the submittal and content of Proposals, the timeline for this procurement, performance requirements, and Contract terms are detailed in this RFP.

1.3 Contact Person after Release of the RFP

EFFECTIVE IMMEDIATELY, UPON RELEASE OF THIS REQUEST FOR PROPOSAL, AND UNTIL NOTICE OF CONTRACT AWARD, ALL OFFICIAL COMMUNICATIONS FROM CONTRACTORS AND PROPOSED SUBCONTRACTORS REGARDING THE REQUIREMENTS OF THIS RFP SHALL BE DIRECTED TO MELINDA WALKER, PURCHASING MANAGER OF THE CITY OF WICHITA, 455 N. MAIN, WICHITA, KS 67202, (316) 268-4636 OR PERSON(S) DESIGNATED BY SUCH. ALL OFFICIAL CHANGES, MODIFICATIONS, RESPONSES TO QUESTIONS OR NOTICES RELATING TO THE REQUIREMENTS OF THIS RFP SHALL BE DISTRIBUTED ONLY FROM THE OFFICE OF THE PURCHASING MANAGER. ANY OTHER INFORMATION OF ANY KIND FROM ANY OTHER SOURCE SHALL NOT BE CONSIDERED OFFICIAL AND PROPOSERS RELYING ON UNOFFICIAL INFORMATION DO SO AT THEIR OWN RISK.

1.4 Schedule

A. Pre-Proposal Telephone Conference

Date:
Time: 10:00 a.m.

Finance Conference Room
Twelfth Floor, City Hall
455 N. Main
Wichita, Kansas 67202

B. Request For Proposal Delivery

Date:

Proposals must be received by 4.00 P.M. CST

City of Wichita - Purchasing Manager
12th Floor - 455 N. Main
Wichita, Kansas 67202

C. Contracts and Procurement Questions and Comment Form

Any written explanation desired by any CONSULTANT regarding the meaning or interpretation of the solicitation, must be requested via facsimile to Melinda Walker, no later than to allow sufficient time for a reply to reach all CONSULTANTS before the submission of their proposals. There will be neither oral explanations nor instructions given. Any information given to a prospective CONSULTANT concerning a solicitation will be furnished to all prospective CONSULTANTS as an amendment to the solicitation, if such information is necessary to CONSULTANTS in submitting proposals on the solicitation or if the lack of such information would be prejudicial to uninformed CONSULTANTS. The City will provide no technical assistance or aid in the preparation of your proposal.

1.5 Proposal Requirements

Proposals not conforming to the following requirements may be rejected:

A. One (1) original set and ten (10) copies, on 8½" X 11" white paper, of the CONSULTANT'S technical proposal, which shall include the names of at least six (6) companies (including phone numbers and contact persons) to which the consultant has provided services similar to those set forth in this RFP. The technical proposal shall be submitted in a sealed envelope clearly marked with the full name and address of the CONSULTANT. No legal size or odd size pages are permitted. The package must be addressed as stated in paragraph 1.4B above.

All proposals must be delivered to The Office of the Purchasing Manager. **PROPOSALS RECEIVED AT ANY LOCATION OTHER THAN THE OFFICE OF THE PURCHASING MANAGER, WILL NOT BE ACCEPTED. RFP number and proposal due date must be stated on the package.**

B. Proposals must include a proposed cost for completion of these Project Management Services (Attachment #12 to this RFP).

C. Proposal forms must be filled out completely, any alterations or erasures must be initialed. The proposal must include the signature of an official of the firm who is authorized to contract for the firm. The proposal must contain: contact person name and title; name of firm; address of firm; telephone number of contact person; fax number of firm and email address of contact person.

D. The City is exempt from the payment of City, State of Kansas and Federal taxes. As such, taxes must not be included in any proposal prices.

E. Proposals must be firm for a minimum of 120 days.

F. Telegraphic facsimile proposals will not be considered in response to the RFP.

G. Late proposals will not be considered and will be returned unopened via certified mail.

H. The following items must be submitted with the proposal:

1. Amendments – CONSULTANTS must provide written acknowledgment of any amendments using the Acknowledgement of Addenda Form (Attachment #2).

2. Certification of Non-Restrictive Competition (Attachment #3) must be completed, signed and notarized.

4. Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment #4) must be completed, signed and notarized.

5. Debarment, Suspension Certification (Lower Tier Covered Transaction) (Attachment #5) must be completed and signed.

6. Certification Regarding Restrictions on Lobbying (Attachment #6) must be completed and signed.

7. DBE Requirements.

   All DBE firms are invited to fully participate in this procurement as a primary or as a partner with another firm. All CONSUTANTS shall take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity for subcontracts and / or joint ventures.

CONSULTANTS shall not discriminate on the basis of race, color, national origin, sex, disability, ancestry, and age in the award and performance of any City of Wichita contract.

Certification regarding DBE requirements (Attachment #7 and Attachment #11) must be completed and signed.

8. Non-Discrimination / Equal Employment Opportunity (Attachment #8). This form must be signed and the CONSULTANT must be in compliance with this attachment. In addition, the CONSULTANT shall submit a copy of their Affirmative Action Plan.

9. Workforce Distribution Form (Attachment #9) must be completed and signed.

10. Joint Venture Form (Attachment #10) This form must be signed and the CONSULTANT must be in compliance with this attachment (If Applicable).

11. If the CONSULTANT is proposing exceptions or alternates to the specifications of the RFP, such items must be listed on the Proposed Exception to The City's RFP Form (Attachment #1).

12. Proposed Cost Summary / Proposal Cost Form (Attachment #12) must be completed and signed.

13. City of Wichita Procurement Certifications (Attachment #13) must be completed and signed.

I. The following items must be submitted to The City within ten (10) days after full execution of the underlying contract:

1. The CONSULTANT shall provide The City a Certificate of Insurance (See subsection 4.40).

2. If the CONSULTANT is a qualified self-insurer of Workers Compensation, the CONSULTANT shall provide The City appropriate certification of this fact (See subsection 4.23).

1.6 Protest Clause

Any protests by an interested party regarding this procurement shall be made in accordance with City of Wichita and procedures set in this section. After such administrative remedies have been exhausted, an interested party may file a protest

with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1D. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 (Section 661.15) and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23 (Section 23.73).

Failure to comply with the above protest procedures will render a protest untimely and / or inadequate and shall result in its rejection.

A. Clarification or Protest –- Before Proposal Submission.

This section establishes procedure for CONSULTANTS to seek clarification or review of the technical specifications, evaluation procedures and addenda. Absent any request for clarification or review of the technical specifications, evaluation procedures, or addenda, the interpretation of The City on the bid documents shall be final and controlling. A CONSULTANT may submit to The City requests for clarifications or protests on the technical specifications or evaluation methodology. Any such requests or protests must be received by The City, in writing, not less than eighteen (18) calendar days before the final Proposals are to be submitted date. Any protest must be accompanied by evidence that the protest should be upheld.

The City must make a determination of each CONSULTANT request under this procedure in writing. That written determination must be mailed or otherwise furnished to the CONSULTANT at least 10 calendar days before the final date scheduled for Proposal submission. Any request for clarification or review of the technical specifications, evaluation procedures, or addenda from a potential CONSULTANT must be in writing, as must be The City's reply. Oral communications of any manner shall not be considered during the evaluation of proposals nor shall they be binding upon The City.

A CONSULTANT may seek review of The City's determination on request clarifications. Requests for such review must be in writing and received by The City not less than seven (7) calendar days before the final date set for Proposal submission. Requests for review received less than seven (7) calendar days before the scheduled Proposal submission date shall not be considered. Upon receipt of notice of a request for review, The City shall notify all CONSULTANTS that such a notice was received. If the receipt date is postponed, The City shall mail to all prospective CONSULTANTS that the receipt date is postponed until The City has issued its decision. After a decision is reached, The City shall issue an appropriate amendment rescheduling the Proposal receipt date.

A request for review may be withdrawn at any time before The City has issued its decision. The City shall notify all CONSULTANTS if a CONSULTANT withdraws

a request for review. The City's decision on any request for review under these procedures is final and no other request shall be considered. Any protest involving the technical evaluation methodology or its application is a local issue to be resolved between The City and the CONSULTANTS.

Failure to comply with the above protest procedures will render a protest untimely and / or inadequate and shall result in its rejection.

B. Protest of Award (or Proposed Award After Evaluation):

Protest to Award:

1. All unsuccessful CONSULTANTS shall be notified in writing by certified mail return receipt requested of the pending contract award. Protest to the award must be delivered to the Purchasing Manager, City of Wichita within seventy-two (72) hours after receipt of notice.

2. A protest must be in writing and clearly state the reason for it. The City of Wichita shall review the protest and notify the CONSULTANT of a decision, in writing, by certified mail return receipt requested within five (5) days. No Contract shall be awarded while a protest is pending. A protest that is untimely or fails to clearly state the reason for the protest is invalid.

3. The decision of City of Wichita disqualifying the protest for these reasons is final and cannot be appealed.

1.7 Investigation of Specifications / Conditions

CONSULTANTS are directed to investigate all conditions and to read carefully the specifications and to inform themselves fully of the conditions under which the services are to be delivered. A CONSULTANT will not be allowed additional compensation for items, which they have failed to inform themselves about prior to the opening of Proposals.

1.8 CONSULTANT'S Signature

A. Individuals: A Contract with an individual shall be signed by that individual. A Contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____" [insert name of firm].

B. Partnerships: A Contract with a partnership shall be signed in the partnership name. The individual(s) signing for the partnership must have authority to bind the partnership.

C. Corporations: A Contact with a corporation shall be signed in the corporate name, followed by the word “by” and the signature and title of the person authorized to sign. The person signing for the corporation must have authority to bind the corporation.

D. Joint Ventures: A Contract with joint ventures may involve any combination of individuals, partnerships, or corporations. The Contract shall be signed by each participant in the joint venture in the manor prescribed in paragraphs A, B and C above for each type of participant.

E. Agents: When an agent is to sign the Contract, other than as stated in paragraphs A through D above, the agent’s authorization to bind the principal must be established by evidence satisfactory to The City.

1.9 Submission Standards

A. One original and ten (10) copies of the proposal must be submitted.

B. CONSULTANTS are required to submit the proposal typewritten on 8-1/2” by 11”plain, white paper. No legal size or odd size pages are permitted.

1.10 Amendments

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal. The Addenda Acknowledgment Form (Attachment 2) must be included with the proposal.

SECTION 2
BASIS OF SELECTION

2.1 MODIFICATION OR WITHDRAWAL OF PROPOSALS

The City will accept a modification of a proposal already received only if the modification is received prior to the Proposal Due Date, or is specifically requested by The City, or is made with a requested BAFO (See subsection 2.10E). All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

The CONSULTANT may withdraw a proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to The City a written request for withdrawal executed by the CONSULTANT'S authorized representative. After the proposal Due Date, a proposal may be withdrawn only if The City fails to award the Contract within the proposal validity period prescribed in "Schedule" (subsection 1.4 of this RFP) or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of the CONSULTANT to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by the CONSULTANT as a means to submit a late proposal and, as such, will not alter The City's right to reject a proposal.

2.2 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those, which are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with CONSULTANTS within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, The City may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to The City's right to reject any or all proposals, the CONSULTANT will be selected whose proposal is found to be most advantageous to The City, based upon consideration of the criteria of "Qualification Requirements" (subsection 2.6) and "Proposal Evaluation Criteria" (subsection 2.7) below.

2.3 OPENING OF PROPOSALS

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Evaluation and Selection Committee and other City officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

2.4 SELECTION COMMITTEE AND EVALUATION TEAM

An Evaluation and Selection Committee will be established pursuant to established City of Wichita Procurement practices. The Committee will review the proposals and interview the selected candidate consultants. The Committee will make all decisions regarding the evaluations, determination of responsible consultants, and the competitive range. The Committee will make a recommendation to the City Council for a consultant to request the authorization to negotiate a contract for services in a not-to-exceed amount.

2.5 PROPOSAL SELECTION PROCESS

The following describes the process by which proposals will be evaluated and a selection made for a potential award. Any such selection of a Proposal by a responsible CONSULTANT shall be made by consideration of only the criteria of "Qualification Requirements" (subsection 2.6) and "Proposal Evaluation Criteria" (subsection 2.7). Subsection 2.6 specifies the requirements for determining responsible CONSULTANTS, all of which must be met by the CONSULTANT to be found qualified. Final determination of the CONSULTANT'S qualification will be made based upon all information received during the evaluation process and as a condition for award. Subsection 2.7 of this RFP contains the technical and price evaluation criteria, and their relative order of importance, by which a Proposal from a qualified CONSULTANT will be considered for selection. An award, if made, will be to a responsible CONSULTANT for a Proposal that is found to be in The City's best interest, price and other evaluation criteria considered. The City of Wichita reserves the right to accept or reject any or all proposals. Submission of a proposal indicates acceptance of the conditions contained in the Request for Proposal (RFP) and an agreement to negotiate a contract for services.

The procedures to be followed for these evaluations are provided in "Evaluation Procedures" (subsection 2.9) below.

2.6 QUALIFICATION REQUIREMENTS

The following are the requirements for qualifying responsible CONSULTANTS. All of these requirements must be met; therefore, they are not listed by any particular order of importance. The CONSULTANT of any proposal that the Selection Committee finds does not to meet these requirements, will be determined by the Selection Committee not to be responsible and its proposal rejected. The requirements are as follows:

A. Sufficient financial strength and resources and capability to complete the work to be performed and complete the Contract in a satisfactory manner as measured by:

1. The CONSULTANT'S financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of either The City or the CONSULTANT.

2. Willingness of any parent company to provide the required financial guaranty evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty.

3. Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the CONSULTANT can be insured for the required amount.

B. Evidence of satisfactory performance and integrity on contracts involving the on-time delivery of professional services, including any steps the CONSULTANT has taken in the past to resolve any judgments, liens, and warranty claims. Evidence shall be by client references.

2.7 PROPOSAL EVALUATION CRITERIA

The following are the criteria, listed by their relative degree of importance, by which proposals from responsible CONSULTANTS will be evaluated and ranked for the purposes of determining any competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on the "Proposed Exception to The City's RFP" (Attachment #1), which do not cause The City to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

Technical factors will have greater weight than cost / price factors. Higher ratings may be given to those CONSULTANTS with experience / qualifications exceeding minimum criteria listed as part of technical evaluation factors.

The criteria are listed alphabetically by their relative order of importance.

A. Technical Qualifications:

1. The CONSULTANT has demonstrated experience and expertise in the industry and experience with similar projects.

2. The quality of professional staff assigned and adequacy of resources.

3. Provides examples of work product similar to that, which is being requested.

4. EBE/DBE Participation and / or Subcontracting / Joint Ventures.

B. Project Understanding and Presentation:

1. Understanding of project objectives.

2. Approaches to the project and knowledge of the local situation.

3. Preparation, presentation and format.

C. Approach:

1. The quality of the work plan; logic, clarity and specificity along with the ability of the firm to provide services within the required timeframes.

2. The efficacy and comprehensiveness of services offered that are relevant to the project.

3. Proposed fees.

D. Mandatory Elements:

1. The proposal identifies the firm fully, its name, telephone, address and locations, identifies the location from which the services will be provided, and identifies the principal of the firm that will be responsible for the services.

2. The CONSULTANT or any officer of the CONSULTANT does not have a conflict of interest with the City of Wichita, the City's current Council members or senior staff members.

3. The CONSULTANT maintains a verifiable record of professionalism and quality and has demonstrated accessibility and responsiveness to the client.

E. References:

1. CONSULTANT shall be evaluated on references from three (3) other clients who are similar in size and operation to WT and who have received similar services.

2. The CONSULTANT shall furnish an individual name, the name of business or agency affiliation and a current phone number for any reference submitted.

2.8 APPLICATION OF EVALUATION CRITERIA

Criteria of the Technical Proposal will be evaluated based on the reviewer's determination of the degree of compliance with Contract requirements, potential risks and benefits, and strengths and weaknesses. One of the following ratings will be used for each criterion identified in Subsection 2.7 above.

EXCELLENT	Significantly exceeds in all respects the minimum requirements; high probability of success; no significant weaknesses
VERY GOOD	Substantial response; meets in all aspects and in some cases exceeds, the critical requirements; no significant weaknesses.
GOOD	Generally meets minimum requirements; good probability of success; weaknesses can be readily corrected.
MARGINAL	Lack of essential information; low probability for success; significant weaknesses, but correctable.
UNACCEPTABLE	Fails to meet minimum requirements; needs major revision to make it acceptable.

Evaluators may utilize an informal weighting scheme as a tool (not to be considered the formal evaluation) to assist them in formulating their evaluation. This may be helpful to

individual evaluators in terms of remaining focused on the relationship between criteria and facilitate the evaluation process.

The individual evaluators will rank each of the proposals reviewed in descending order and provide a supporting narrative, addressing the specific elements of the proposal that are the determining factors (consistent with step 1 findings) for their position within the ranking.

Committee members will review and discuss the individual findings and develop a general consensus ranking consistent with the evaluation criteria. The committee ranking may also be supported by a narrative that provides the rationale (specific strengths and weaknesses) for their determination.

The rank ordered list of proposals will be arrayed in descending order together with the price evaluation figure for each proposal. As the list is reviewed the committee will review the trade-offs between all proposals. The committee will then make a decision regarding which of the proposals is the most advantageous to The City, price and other factors considered

Basis for Award Criteria (Best Value). This is a competitive source selection. Award will be made to that CONSULTANT who is deemed responsible in accordance with the evaluation procedures, possesses the management, financial and technical capabilities necessary to fulfill the requirements of the Contract and whose proposal conforms to solicitation requirements, and is judged by an integrated assessment of the evaluation criteria to be most advantageous to The City, price and other factors considered.

For the purposes of this procurement, all evaluation factors, other than cost / price, when combined, are significantly more important than cost / price area in this solicitation; therefore The City may select other than the lowest priced, technically acceptable offer if it is determined that the additional technical merit offered is worth additional cost. As such, The City may select other than the lowest cost / priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. For evaluation purposes, if proposals become more technically equivalent, then cost / price becomes more important.

2.9 EVALUATION PROCEDURES

All aspects of the evaluations of proposals and any discussions / negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. **Proposals that do not comply with these**

instructions or do not include the required information will in all likelihood be rejected as insufficient or unresponsive. If determined to be insufficient or unresponsive the proposal will not be considered for the competitive range. **The City, however, reserves the right to request a CONSULTANT to provide any missing information and to make corrections.** CONSULTANTS are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in the Background section of this RFP (Section 1). Therefore, CONSULTANTS shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the CONSULTANT has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of "Proposed Exception to The City's RFP" Form (Attachment #1). Any such conditions, exceptions, reservations or understandings, which do not result in the rejection of the proposal, are subject to evaluation under the criteria set forth in Subsection 2.7.

Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in Section 2 of this RFP. The City will select for any award the highest ranked proposal from a responsible CONSULTANT, qualified under "Qualification Requirements" (Subsection 2.6), which does not render this procurement financially infeasible and is judged to be most advantageous to The City based on the technical criteria set forth in Subsection 2.7 (Proposal Evaluation Criteria).

2.10 EVALUATION OF COMPETITIVE PROPOSALS

A. Qualification of Responsible CONTRACTORS. Responsible CONSULTANTS will be determined based on the provisions of Subsection 2.6 (Qualification Requirements). **Proposals from CONTRACTORS whom The City finds not to be responsible shall not be considered for the competitive range.** Final determination of a CONSULTANT'S responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by The City, information submitted in a Best and Final Offer (BAFO) and information resulting from The City's inquiry of CONSULTANT references and its own knowledge of the CONSULTANT.

B. Detailed Evaluation of Proposals and Determination of Competitive Range. Each proposal will be evaluated in accordance with the requirements and criteria specified in Subsection 2.5 of this RFP (Proposal Selection Process).

The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal

that does not meet the minimum requirements will not be considered for the competitive range. The requirements are as follows:

1. CONSULTANT is initially evaluated as responsible in accordance with the requirements of "Qualification Requirements" (Subsection 2.6), or that The City finds it is reasonable that said proposal can be modified to meet said requirements. Final determination of responsibility will be made with final evaluations.

2. CONSULTANT has followed the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any proposal deficiencies must be either the result of a defect that The City will waive in accordance with "Acceptance / Rejection of Proposals" (Subsection 2.12) or something that can be corrected by amendment of the proposal to meet RFP requirements.

3. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible. The City will carry out and document its evaluations in accordance with the criteria and procedures of Subsection 2.5 of this RFP (Proposal Selection Process). Any extreme proposal deficiencies, which may render a proposal unacceptable, will be documented. The City will make specific note of questions, issues, concerns and areas requiring clarification by CONSULTANTS and to be discussed in any meetings with CONSULTANTS, which The City finds to be within the competitive range.

   Rankings and spreads of the proposals against the evaluation criteria will then be made by The City as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range, or may be reasonably made to be within the competitive range.

C. Proposals not within the Competitive Range. CONSULTANTS of any proposals that have been determined by The City as not in the competitive range, and cannot be reasonably made to be within the competitive range, will be notified in writing, including the shortcomings of their proposals.

D. Discussions with CONSULTANTS in the Competitive Range. Those CONSULTANTS whose proposals are found by The City to be within the competitive range, or may be reasonably made to be within the competitive range, will be notified and any questions and / or requests for clarifications provided to them in writing. Each such CONSULTANT may be invited for a

private interview(s) and discussions with The City to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as documented by Attachment 1 to this RFP (Proposed Exception to the City's RFP), said conditions, exceptions, reservations or understandings may be negotiated during these meetings. **However, The City shall have the right to reject any and all such conditions and / or exceptions, and instruct the CONSULTANT to amend its proposal and remove said conditions and / or exceptions; and any CONSULTANT failing to do so may cause The City to find such proposal to be outside the competitive range.** No information, financial or otherwise, will be provided to any CONSULTANT about any of the proposals from other CONSULTANTS. CONSULTANTS will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. CONSULTANTS will not be told of their rankings among the other CONSULTANTS.

E. **Best and Final Offers (BAFO**). After all interviews have been completed, each of the CONSULTANTS in the competitive range will be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFOs shall include:

1. Notice that discussions / negotiations are concluded;

2. Notice that this is the opportunity for submission of a BAFO;

3. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs;

4. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the RFP;

5. Notice that if CONSULTANTS do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous proposal will be construed as their BAFO.

   Any modifications to the initial proposal made by a CONSULTANT in its BAFO shall be identified in its BAFO. The City will evaluate BAFOs according to the same requirements and criteria as the initial proposals (subsection 2.5). The City will make appropriate adjustments to the initial

scores for any criteria, which have been affected by any proposal modifications, made by the BAFOs. These final scores and rankings within each criterion will again be arrayed by The City and considered according to the relative degrees of importance of the criteria defined in "Proposal Evaluation Criteria" (subsection 2.7).

The City will then choose that proposal, which it finds to be most advantageous to The City, based upon the evaluation criteria. The results of the evaluations and the selection of a proposal for any award will be documented in a report.

The City reserves the right to make an award to a CONSULTANT whose proposal it judges to be most advantageous to The City based upon the evaluation criteria, without conducting any written or oral discussions with any CONSULTANTS or solicitation of any BAFOs.

2.11 CONFIDENTIALITY OF PROPOSALS

Access to government records is governed by the State of Kansas. Except as otherwise required by the City of Wichita, The City will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information, which a CONSULTANT believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The CONSULTANT may (or shall) submit proprietary information, trade secrets or confidential commercial and financial information, which the CONSULTANT believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an Appendix to their Proposal.

Upon a request for records from a third party regarding this proposal The City will notify in writing the party involved. The party involved must respond within twenty (20) calendar days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information and the party involved shall indemnify The City's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The City shall employ sound business practices no less diligent than those used for The City's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by CONSULTANTS and the CONSULTANT pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the City of Wichita against disclosure of such information and material to third parties except as permitted by the Contract. The CONSULTANT shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by The City in its sole discretion, bears appropriate notices relating to its confidential character.

2.12 ACCEPTANCE / REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more CONSULTANTS, and to accept that proposal or modified Proposal which, in its judgment, will be most advantageous to The City, price and other evaluation criteria considered. **The City reserves the right to consider any specific Proposal, which is conditional or not prepared in accordance with the instructions and requirements of this RFP, to be not responsive and noncompetitive.** The City reserves the right to waive any defects, or minor informalities or irregularities in any proposal, which do not materially affect the proposal or prejudice other CONSULTANTS.

If there is any evidence indicating that two or more CONSULTANTS are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such CONSULTANTS shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by The City.

The City may reject a proposal that includes unacceptable exceptions to the specifications and requirements of the RFP.

2.13 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by The City to be acceptable, a detailed price / cost proposal may be requested of the single CONSULTANT. A price or cost analysis, or both, possibly including an audit, may be performed by or for The City of the detailed price / cost proposal in order to determine if the price is fair and reasonable. The CONSULTANT has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a CONSULTANT'S price proposal. It should be recognized that a price analysis through comparison to other similar

procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the CONSULTANT'S offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the CONSULTANT'S performance should cost. A cost analysis is generally conducted to determine whether the CONSULTANT is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results there from shall not obligate The City to accept such a single proposal; and The City may reject such proposal at its sole discretion.

SECTION 3
SCOPE OF SERVICES

SCOPE OF SERVICES

3.1 GENERAL DESCRIPTION

The City of Wichita / Wichita Transit (WT) is requesting proposals from qualified firms to provide consulting services for the development of a Wichita Transit ITS Services Project Implementation Plan for its fixed-route and paratransit services. The successful proposer shall provide project management for all phases of this Intelligent Transportation System (ITS) project, keep WT informed of progress, and maintain overall schedules and control of project costs. This project includes, but is not limited to:

The issuance of a consultant contract for design, implementation, and deployment of the following project applications;
Automatic Vehicle Location (AVL) system with Global Positioning System (GPS)
Automated Stop Announcement system
External Vehicle Identification system
Computer Aided Dispatch system with Mobile Data Terminals
Automated Passenger Count system
Customer Service system
Vehicle Diagnostic system

The consultant shall be responsible for providing all necessary labor, supervision, and expenses to complete the following tasks:

- Phase 1 Develop Transit ITS Services Project Implementation Plan
- Phase 2 Preparation of Technical Specifications and Proposal Documents
- Phase 3 Support Bid Evaluation and Contract Negotiation Process
- Phase 4 Project Implementation management

3.2 WORK PLAN

The tasks defined in the following section summarize the Scope of Services and level of consultant involvement desired by WT. Proposers shall submit a detailed Work Plan with their proposal that encompasses all aspects of the efforts described in the following sections.

All phases of the ITS project work shall include project management by the consultant. The consultant shall provide a project manager responsible for the timely completion of the project and to work as a liaison with the WT project manager. The consultant must guarantee the same

project manager for the entire project. Specific consultant project management tasks shall include, but not be limited to:

- **Project Schedule**
  Upon authorization to start the project, develop a complete, detailed project schedule that includes the consultant's tasks, interactions planned with the ITS project team, and project milestones.

- **Progress Reporting**
  The consultant shall prepare and submit a monthly management level progress report. The progress report shall contain a summary of progress, listing areas of concern and actions, status of each milestone on the project schedule, and an update of the project schedule.

- **Meetings**
  The consultant project manager and any other necessary consultant staff shall attend regular project meetings at the WT facilities. Meetings will be scheduled as necessary to fulfill the consultant scope of work and shall be included on the project schedule. Meetings shall occur no less than once a month. Teleconferencing may be used for the monthly meetings as appropriate and as agreed by WT, but on-site meetings shall be used during critical phases.

- **Quality Control of Work**
  The consultant's project manager shall be responsible for the timely completion of the work. The consultant shall also ensure the high quality of all deliverables.

PHASE 1—DEVELOPMENT OF AVL/GIS IMPLEMENTATION PLAN

The consultant shall develop a Transit ITS Services Implementation plan based upon WT's Business Case Report for AVL/GIS and input from ITS project team (made up of WT and City IT/IS department staff). This plan shall be within the existing and identified WT financial resources for this project. The plan will identify the estimated cost of each Transit ITS Services project (including capital and annual operating) and a time frame for implementation. The plan shall be consistent with the Regional Architecture for ITS and will be presented to the WT Project Manager for approval before proceeding with Phase 2 of this project.

Task 1—Transit AVL/GIS Implementation Plan Report

- Develop a Transit ITS Services implementation plan based on WT's Business Case Report and input from ITS project team.
- Develop a phasing strategy for the plan considering the selected requirements, future needs, integration with other systems, future expansion plans, future physical facilities needs, and funding constraints.
- Develop an estimated impact on the WT staffing to implement and operate the proposed plan.

- Develop an engineer's budgetary estimate of all procurement costs for the plan. The estimate shall include costs for each element of the ITS system implementation, testing, training, maintenance, and any additional personnel requirements. This estimate should meet FTA, FWHA, and KDOT procurement regulations related to procurement cost analysis.
- The consultant will compare the project estimates with the overall WT project budget. The project costs should be within the WT budget.
- Develop an overall schedule to implement the Transit ITS Services plan including major procurement and implementation milestones. The schedule should clearly identify what element will be implemented immediately and what element will be phased in later as resources become available.
- Document all of the above activities and consultant recommendations in a Transit ITS Services implementation plan report and submit to ITS project team for review.
- Prepare final document using feedback and recommendations from ITS project team.

Task 2—Support presentations to request approval for Transit ITS Services Implementation Plan.

- Prepare a power point presentation summarizing the Transit ITS Services implementation plan recommendations.
- Make presentation to City of Wichita IT/IS Advisory Board for approval.
- Modify based on comments form the IT/IS Advisory Board and support presentation to the Wichita City Council for project approval.
- Make final presentation to the Wichita Area Metropolitan Planning Organization (WAMPO) for approval.

Task 3—Additional Analysis/Evaluation

- Please identify any additional work tasks not covered that you feel are critical to the success of this phase.

<u>Phase 1—Deliverables</u>

- Meeting minutes
- Draft Transit ITS Services Implementation plan
- Complete Final Transit ITS Services Implementation plan
- Support IT/IS Board, City Council, and WAMPO presentations
- Monthly reports

PHASE 2—DEVELOPMENT OF TECHNICAL SPECIFICATION FOR REQUEST FOR PROPOSAL DOCUMENT

Upon approval of the Transit ITS Services implementation plan, the consultant shall develop technical specifications for procurement of the recommended plan products and services. The consultant shall prepare all necessary information and documents necessary for WT to issue a request for proposal to procure specified phases of the plan.

Task 1—Specification Preparation

- A complete initial draft of the technical specification shall be developed and presented to the WT Project Manager for review.
- A review meeting will be scheduled with the ITS project team to discuss and provide comments and change recommendations.
- Upon update of all changes, a final technical specification document shall be issued for inclusion in the Transit ITS Services procurement documents.

Task 2—Develop Evaluation Criteria

- The consultant shall draft a recommended set of criteria for the evaluation and selection of the Transit ITS Services Project contractor.
- The evaluation criteria shall be presented to WT Project Manager for review and inclusion in the RFP procurement documents.

Task 3—Develop Milestone Payment Schedule

- The consultant shall develop a milestone payment schedule showing ITS Services project milestones and associated payments.

Task 4—Assist WT in developing RFP Documents

- The consultant shall review WT's procurement documents and suggest changes and additions that are appropriate for the Transit ITS Services Project procurement.

Task 5—Contract negotiations with Cellular Vendor for bandwidth requirements

- Address issues related to the providing enough bandwidth to transmit ITS solutions to all locations identified in the system and support negotiations with City of Wichita's preferred Cellular vendor.

Task 6—Develop A List of Potential Proposers

- The consultant shall develop a comprehensive list of qualified suppliers for this Transit ITS Services Project procurement. This list should include any Disadvantaged Business Enterprises (DBE) qualified consultants who are Registered in the State of Kansas (KDOT certified) that are interested in submitting a proposal on this project.

Task 7—Provide a System Engineering Analysis for each application

- A high level system engineering analysis will be completed on each ITS Services application in this project and these analysis will be submitted to the ITS work group for review and feedback.

Task 8-Additional Analysis/Evaluation

- § Please identify any additional work tasks not covered that you feel are critical to the success of this phase.

<u>Phase 2—Deliverables</u>

- Draft technical specifications
- Final technical specifications
- Proposal evaluation criteria
- Milestone payment schedules
- Identify requirements for system and support negotiations with Cellular vendor
- Potential proposers list
- High Level System Engineering Analysis for each application
- RFP submitted to City of Wichita Procurement Department for advertisement

PHASE 3—EVALUATION OF ITS PROPOSAL AND CONTRACT NEGOTIATION

The consultant shall assist WT and the City of Wichita's Procurement Selection Committee in the evaluation of the ITS proposals, supplier selection, and development of a contract to proceed with the selected vendor.

Task 1—Facilitate Pre-proposal Conference

- § The consultant shall facilitate a pre-proposal meeting with prospective proposers, present information at the meeting and answer technical questions posed by the prospective proposers.
- § Document the meeting in minutes.

Task 2—Review Pre-proposal Questions and Prepare Addendum

- § Review technical questions from prospective proposers and prepare appropriate responses that will be submitted to the City Procurement department for dissemination.
- § Develop addendums to the technical specification, where necessary, and ensure equal information is provided to the prospective proposers and to amplify/clarify the specification requirements.
- § Addendums will be reviewed by ITS project team and submitted to the City Procurement department for dissemination.

Task 3—Review and Evaluate Proposals

- § Develop and provide to WT's project team a set of evaluation work sheets for review and feedback.
- § Provide technical review of each ITS proposal to ensure compliance with WT's specific requirements.

- Provide a review of supplier's capability to perform based upon the supplier's past performance on similar systems.
- Review the cost proposal submitted by the proposers.
- Prepare a set of questions for each proposer regarding proposal topics/items requiring clarifications.
- Prepare a detailed technical report on the advantage, disadvantage, costs, and scores for each proposal.
- Prepare a summary report of the technical and cost evaluation findings to be presented to the City of Wichita Procurement Selection Committee and a recommendation on which proposer should be awarded the contract.

Task 4—Develop Presentation for Award to Contractor

- Prepare City of Wichita green sheet report summarizing the technical and cost evaluation findings including the City Procurement Selection Committee's recommendation on which proposer should be awarded the contract.
- Review with ITS project team, modify based on feedback received and develop power point presentation to submit for City of Wichita City Council approval and award.
-

Task —Additional Analysis/Evaluation

- Please identify any additional work tasks not covered that you feel are critical to the success of this phase.

<u>Phase 3—Deliverables</u>

- Proposal evaluation forms
- Responses to prospective proposers' questions
- Technical specification addendum pages (as needed)
- Technical questions on each proposal
- Detailed evaluation report of technical and cost evaluations for each proposal
- Summary proposal evaluation report for City Procurement Committee Review
- Meeting minutes
- City Council presentation to award contract

PHASE 4—PROJECT IMPLEMENTATION MANAGEMENT

The consultant shall provide project implementation management for all phases of the Transit AVL/GIS project including attendance at meetings; design document review; cut-over planning; test plan; detailed procedures review; and witnessing test.

Close communications among the ITS contractor, consultant, and WT staff is critical for the success of this phase of work. The consultant shall act as WT's designated representative for many activities involving the compliance with the specified requirements. The consultant shall also be responsible for monitoring the ITS contractor's progress to ensure that the project maintains the

planned schedule and costs. The following consultant tasks are expected during the project implementation management phase of the work:

Task 1—Project Management

- Continually assess the ITS contractor's performance by reviewing status reports, schedule progress, action items, and transmittals. Report problems and performance deficiencies to WT with recommended corrective action.
- Coordinate/facilitate project progress review and technical review meetings.
- Maintain an action item list of outstanding tasks and issues developed from progress and technical review meetings, transmittals, and conference calls.
- Participate in conference calls with the ITS contractor.
- Assist the WT in responding to action items.
- Review and track project transmittals to and from the contractor.
- Assist WT in the planning and preparation for the installation of the ITS equipment at WT's facilities.
- Recommend final acceptance following successful completion of all specified requirements by the ITS contractors.
- Issue final project closeout report outlining the final technical, financial, and schedule performance status.

Task 2—Review of Contractor's Design and Documentation

- Review and provide comments to WT on the contractor's detailed project schedule and all updates to the schedule.
- Review and provide comments to WT on the contractor's implementation and cut over plan.
- Review for compliance with the specification and provide comments to WT on all design submittals from the ITS contractor including, but not limited to, hardware design, software design, overall system architecture, user interface, and implementation/cut over plans.
- Review and provide comments to WT on the contractor's factory and field acceptance test plans, procedures, and schedules.

Task 3—Maintain Project Information

- Prepare technical review comments for transmittal to the contractor.
- Prepare teleconferencing call and meeting minutes.
- Prepare and maintain the action items list.
- Prepare and maintain a transmittal documentation tracking list.

Task 4—Participate in Factory Acceptance Testing and Field Setup

- Participate in factory acceptance tests by attending all tests as a member of WT's test team.
- Supervise the installation of ITS equipment on the vehicles.
- Supervise the radio field test to be conducted by the ITS contractor.

- § Participate in the initial field revenue testing for a small number of vehicles.
- § Participate in formal field acceptance tests by witnessing all formal testing. The consultant shall assume that a total on-site involvement using local data will be required for formal field test.

Task 5—Additional Analysis/Evaluation

Please identify any additional work tasks not covered that you feel are critical to the success of this phase.

Phase 4—Deliverables

- Meeting minutes
- Action item list
- Project transmittal records
- Supervise testing & installation process
- Final project closeout report

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 INDEPENDENT Consultant

CONSULTANT, for purpose of this agreement shall be considered as an independent CONSULTANT who covenants and agrees to perform and / or deliver for the stated compensation herein, all of the services described under the section of the RFP entitled Scope of Work. CONSULTANT agrees to complete the work in a professional manner and to ensure the accuracy and timeliness of the services rendered pursuant to the contract.

4.2 Consultant's Obligation

The general obligation of the successful bidder / proposer (hereinafter variously referred to as CONSULTANT or successful bidder) shall be to deliver the services and facilities specified in complete accordance with the terms, conditions and specifications of the RFP.

4.3 Buyer's Obligation

The general obligation of The City shall be to accept conforming delivery of services and to pay in accordance with the terms, conditions and specifications as bid proposal upon.

4.4 Notice to Proceed

The City will furnish CONSULTANT written directions to commence delivery of services entitled "Notice to Proceed" within ten (10) days after receipt by The City of the required insurance certificates or such other documentation that the CONSULTANT is required to submit for The City's approval prior to performance under the Contract. The City shall not be responsible for any costs of any type whatsoever incurred by CONSULTANT prior to the issuance of the Notice to Proceed. The date of the Notice to Proceed shall be the official date from which all scheduled activities and requirements are computed.

4.5 Contract Modification

No change or modification of the terms and conditions of this agreement may be made unless:

a. Any proposed change in the Contract by the CONSULTANT shall be submitted to The City for its prior written approval. The City may at any time, by written order only, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the Contract, whether changed or not changed by any such order, an equable adjustment shall be made in the Contract price or completion schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the CONSULTANT for adjustment under this clause must be asserted within 30 days from the date of receipt by the CONSULTANT of the notification of change; provided, however, that the GENERAL MANAGER OF WICHITA TRANSIT, if they decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the Contract.

b. Any modification made must be in writing and attached to the Contract in the form of an amendment and, unless a City scope of change order defined in section 4.5a, shall be signed by both parties signifying agreement to the modification.

c. Any Contract modification, if granted by The City, will not operate as a release to the CONSULTANT from the covenants and conditions of the Contract outside of the nature of the expressed modification nor shall the modification be considered as a waiver for any breach of contract damage claim, which may be made by The City.

d. Any modification agreed to by and between The City and the CONSULTANT is subject to FTA approval.

4.6 Subcontract Approval

The City must approve any subcontract the CONSULTANT may wish to enter into prior to the execution of the subcontract and all the requirements of these terms and conditions must be included within said subcontracts to gain approval of The City.

4.7 Payment

Payment will be made against approved invoices within thirty (30) working days of acceptance. Payments will only be made for services accepted. For services accepted, which acceptance is later revoked prior to payment, the payment will be withheld until defects in the non-conforming services are cured and accepted.

Payment does not waive the later revocation of acceptance.

Payment terms and warranty coverage begin at time of acceptance.

All invoices shall be mailed to: WICHITA TRANSIT – 777 E WATERMAN, WICHITA, KANSAS 67202

Late payments will accrue no interest.

4.8 Liquidated Damages

Time is of the essence. The CONSULTANT will pay the City of Wichita the sum of $100.00 per each calendar day, excluding weekends and statutory holidays, that the services solicited by this RFP are delayed beyond the delivery date and as bid upon subject to extensions granted thereto in writing. The CONSULTANT agrees to pay such liquidated damages herein provided commencing with any late delivery specified in CONSULTANT'S bid and continuing until the total order is complete and, in the case the same are not paid, agrees that The City shall deduct the amount thereof from any money due or to become due the CONSULTANT under the Contract.

The CONSULTANT may be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named in these specifications caused by acts of God, or of the public enemy, fire, floods, epidemics, strikes, labor disputes, and freight embargoes, or other causes beyond their reasonable control, provided that the CONSULTANT shall notify The City in writing of the causes of delay within seven (7) days from the beginning of any such delay. The City shall ascertain the facts and extent of the delay, and its findings thereon shall be final and conclusive. CONSULTANT has the burden of proof that the delay was beyond their control.

4.9 Taxes

The contract price or prices for services contained in the Contract are subject to increase or decrease by the amount of any additional tax or taxes, as the case may be, affecting such service imposed by or under authority of the Federal government or the

State of Kansas which may be enacted after receipt of bids for the Contract and such changes shall continue in effect during the existence of such change in the tax or taxes; provided, however, that in the event of any increase in cost, a claim shall be presented by the CONSULTANT within thirty (30) days of the imposition of such tax and such claim shall be supported by evidence of such additional tax, satisfactory to the City. Reductions in taxes will be deducted from the contract price.

As a political subdivision of the State of Kansas, The City is exempt from all sales, excise, federal gasoline, and transportation taxes. The price or prices bid, whether a unit price, lump sum price, or lot price shall be exclusive of all such taxes.

4.10 Explanations (Written and / or Oral)

Should a proposer find a discrepancy in or omissions from these specifications, or should they be in doubt as to their meaning, they shall at once make inquiry of The City. Pursuant to subsection 1.3 of the RFP, inquiries shall be directed to The City's Purchasing Manager at 455 N. Main, Wichita, KS 67202, (316) (316) 268 - 4636.

4.11 Audit and Inspection of Records

Upon reasonable request, the CONSULTANT shall permit the authorized representative of The City, their agents, plus the U.S. Department of Transportation and the Comptroller General of the United States to inspect facilities where services are rendered, audit all work, payroll and other data and records relating to the CONSULTANT'S performance under the contract. The results of such an Audit or Inspection - plus information gained from same – will not be released by The City except to the U.S. Department of Transportation or Comptroller General.

4.12 Right to Adjust Cost

If The City determines during the life of the Contract that data submitted by the CONSULTANT is not correct, incomplete, or inaccurate, The City shall negotiate a downward adjustment in cost.

4.13 Failure to Meet Specifications

The delivery of any service hereunder, which do not in all respects conform to specifications, will be rejected and the CONSULTANT notified at once of such rejection and the reason therefore, which notice shall be confirmed in writing. If the CONSULTANT fails to effect immediate replacement of such rejected services, The City

may purchase in the open market services of the character specified by this RFP, and the CONSULTANT shall be liable to The City for any excess cost and expense incurred by The City.

4.14 Quantity and Quality – Change of Scope

CONSULTANT agrees to deliver services of the kind and quality specified and in the quantities specified.

If, during the term of this Contract, the CONSULTANT believes that its Scope of Services as defined herein, is changed or otherwise expanded due to either: (i) interpretations of the services being substantially different from their original definition set forth in this Contract or, (ii) additional services being necessitated by unforeseen circumstances which were not within the reasonable contemplation of the CONSULTANT or The City, the CONSULTANT shall notify The City in writing of same prior to commencing such services. Such notification shall specify the CONSULTANT'S basis for believing that the services are necessary and in addition the Scope of Services defined herein; the additional compensation sought for providing the additional services; and the additional time for required performance for rendering the additional services.

The City will respond in writing to the CONSULTANT and either; (i) direct the CONSULTANT that such additional services are not needed; (ii) agree to compensate the CONSULTANT for such additional services based on separate negotiated costs upon the terms specified in the notification; or (iii) advise the CONSULTANT that The City either does not believe that the services are additional or that the compensation requested by the CONSULTANT is inappropriate. In the event The City responds pursuant to (iii) above, the CONSULTANT shall not disrupt its continuing performance of this Contract and shall avail itself to the remedies set forth in Section 4 hereof. No further provision of services hereunder by the CONSULTANT shall be construed that it failed to preserve its right to seek a judicial determination as to what additional compensation, if any, shall be owed to the CONSULTANT by The City for said services once it avails itself of the remedies set forth in Section 4 hereof.

A. The City reserves the right to request additional work, and changed or unforeseen conditions may require changes beyond the Scope of this Contract. In this event a bilateral supplement to this Contract shall be executed and submitted for the approval of The City prior to performing the additional or changed work or incurring additional cost thereof. Any change in compensation will be covered in the supplement.

B. If, during the terms of this Contract, The City requires changes in the services to be provided hereunder, it shall notify the CONSULTANT of such changes in writing. Within five (5) days of receipt of such notification,

the CONSULTANT shall advise The City of the increase or decrease in the amount of its compensation hereunder resulting from such change. If the parties can agree to same, a written modification to this Contract shall be executed incorporating the change herein. If the parties cannot agree to same, the CONSULTANT shall proceed to provide any additional service requested and shall preserve its rights to seek a judicial determination as to what additional compensation, if any, shall be owed to the CONSULTANT by The City for said services. If the change requested by The City results in a reduction of work, and the parties cannot agree to the reduction in the Contract amount resulting from same, the parties agree to follow the dispute procedures set forth in this document.

C. Other than through a request for additional compensation strictly in conformance with the paragraphs above, the CONSULTANT shall not be allowed to seek compensation from The City which is additional to that set forth in the Contract.

D. As provided in subsection 4.38 of this Contract, the CONSULTANT shall make no changes to this Contract without the prior written consent of The City.

4.15 Warranties

CONSULTANT agrees that in the event that services rendered pursuant to the contract are not as specified herein and as warranted in these specifications, it shall promptly cure the defect at its sole cost and expense. CONSULTANT further agrees to indemnify The City for all costs and damages, both incidental and consequential, resulting from the delivery of services, which fail to meet the aforesaid warranties.

4.16 Indemnification

a. To the fullest extent permitted by law, the CONSULTANT shall, at their sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless The City and its agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits arising out of or resulting from the performance of the contract, provided that any such claims, action, judgment, cost penalty, liability, damage , loss or expense is:

1. Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and

2. Caused in whole or in part by a negligent act or omission of the CONSULTANT, and subconsultant, anyone directly or indirectly employed by an of them, or anyone to whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

   Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

b. In any and all claims against The City or any of its agents, representatives or employees by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way be any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under worker's compensation acts, disability acts or other employee benefits acts.

   The City will notify CONSULTANT within five (5) working days of it making a claim against the CONSULTANT or within five (5) working days of The City learning that a third-party has made a claim against the CONSULTANT.

   No provision of this paragraph shall give rise to any duties on the part of The City or its agents, representatives or employees.

4.17 Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract, which is not disposed of by agreement, shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration), or litigation. Pending final resolution of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of the Contract and in accordance with the City's decision.

A. Notice of Dispute. All disputes shall be initiated through a written dispute notice submitted by either party to the other party within ten (10) days of the determination of the dispute.

B. Negotiation Between Executives. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Contract. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (A) above. Within fourteen (14) days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who will represent that party and of any other person(s) who will accompany the executive in negotiations. Within twenty-eight (28) days after delivery of the dispute notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

C. Contracting Officer's or Chief Executive Officer's Decision. (a) Should the dispute not be resolved by negotiation between executives, as provided in (B) above, The City's executive representative from (B) above shall submit a written request for decision to the City's Contracting Officer along with all documentation and minutes from the negotiations. The City's Contracting Officer shall issue a written decision within fourteen (14) days of receipt of a request.

D. For disputes involving $50,000 or less, the decision of the Contracting Officer shall be administratively final and conclusive. For disputes involving $50,000 or less, it is the intent of the parties that such administratively final and conclusive decision pursuant to either this paragraph or paragraph E shall only be overturned if determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, unsupported by the evidence or so grossly erroneous as to imply bad faith. For disputes greater than $50,000, the decision of the City's Contracting Officer shall be administratively final and conclusive unless, within thirty (30) days from the date of delivery of the written decision, the CONSULTANT appeals the decision in writing to The City's Chief Executive Officer or designee who shall render a written decision within fourteen (14) days of delivery of such written appeal. Such decision by the Chief Executive Officer or their designee shall be administratively final and conclusive.

E. Within thirty (30) days of the issuance of any administratively final and conclusive decision under paragraph D, the CONSULTANT shall notify The City in writing of the CONSULTANT'S agreement with the final decision. Failure to provide such written notice of agreement shall indicate intent by the CONSULTANT to litigate the claim.

F. Any dispute which is not resolved by the Parties through the operation of the provisions of subsection 4.17, or any mutually agreed upon alternative disputes resolution process pursuant to paragraph D may be submitted to any court in the state of Kansas.

G. Pending final resolution of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of its obligations under the Contract in accordance with the written directions of The City.

4.18 Right Upon Breach

The laws of the State of Kansas shall govern any rights reserved to The City as well as the rights to the parties hereto. It is agreed that the rules therein shall have equal application to the delivery of services required by this agreement.

4.19 Notification of Proceedings

The City will give the CONSULTANT prompt written notice of the institution of any suit or proceeding and permit the CONSULTANT to defend same and will give all needed information, assistance, and authority to enable the CONSULTANT to do so. The CONSULTANT will similarly give The City immediate notice of any suit or action filed or prompt notice of any claims made against the CONSULTANT arising out of the performance of the contract. The CONSULTANT shall furnish immediately to The City copies of all pertinent paper received by the CONSULTANT.

The sending or giving of any notice, invoice, or statement by U.S. Mail, postage prepaid by either party hereto, addressed to the other at the respective addresses shown in Section 1 of the RFP for this project.

4.20 Assignment

The CONSULTANT shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof without prior written consent of The City endorsed thereon or attached thereto.

Should any assignment be made by Court order, all rights and obligations of the CONSULTANT under the contract shall fall to and be incumbent upon CONSULTANT'S successors and assigns.

Covenant Against Contingent Fees:

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this covenant, The City shall have the right to annul the Contract without liability or at its discretion, to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4.21 Release of Information

CONSULTANT agrees not to release data or information about the results of the agreed upon project to any person outside of The City without first obtaining written authorization from the City to release such information.

4.22 Retention of Records

CONSULTANT shall retain all records pertaining to the contract for a minimum of three (3) years from the date of all services to The City.

4.23 Workmen's Compensation Act

The CONSULTANT shall comply with the State law known as the Workmen's Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act.

Any and all of the employees of CONSULTANT while engaged in the performance of any work required by CONSULTANT under this Agreement shall be considered to be employees of CONSULTANT only and not of The City, and any and all claims made by any third party as a consequence of any act or omission on the part of CONSULTANT'S employees while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of CONSULTANT.

The CONSULTANT may provide certifications in lieu of the above if a qualified self-insurer of Workers Compensation.

4.24 Social Securities Act / Unemployment Compensation, Etc.

The CONSULTANT shall be paid and remain an independent CONSULTANT with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance and old age retirement benefits or annuities nor or

hereafter imposed under any State and Federal law which are measured by the wages, salaries or other remuneration's paid to persons by the CONSULTANT on work performed under the terms of the contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws of any duly authorized State or Federal officials; and said CONSULTANT also agrees to indemnify and save harmless The City from any such contribution or liability therefore.

4.25 Compliance with Laws and Regulations

All services and facilities provided pursuant to the specifications shall be in compliance with the laws and regulations of the State of Kansas. CONTRACTOR shall, if requested by The City, supply certification and evidence of such compliance. The contract shall be construed pursuant to the laws of the State of Kansas.

4.26 Severability of Contract

In any term, provision, covenant, or condition of the Contract and agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired or invalidated.

4.27 Integrated Agreement

The RFP, Addendums(s) (if any), Contract and Contract amendments(s) (if any), shall constitute the entire agreement between the parties. No oral modification or representations are enforceable unless reduced to written form, signed by both parties, and annexed hereto prior to performance of the modified work. Additional terms and conditions submitted by the CONSULTANT with its bid are disregarded unless specifically accepted in writing.

Neither party to this Agreement has been induced to make or enter into the Agreement by reason of any promise; agreement, representation, statement or warranty other than is contained herein or in CONSULTANT'S proposal.

Should any part of this Agreement be held unenforceable by any competent judicial body, such determination shall not effect the remainder thereof and the balance of this Agreement shall remain in full force and effect.

4.28 Consultant's Representation

The CONSULTANT represents and warrants that it's proposal / bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named, and that the CONSULTANT has not, directly or indirectly, induced, induced or solicited any other person to submit a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the CONSULTANT has not in any manner sought by collusion to secure itself an advantage over any other proposer.

The CONSULTANT warrants and represents that:

a. It is qualified to perform and to undertake the requirements to be carried out pursuant to the Contract;

b. It is authorized to transact business in the State of Kansas;

c. The entering into the Contract has been duly authorized by its directors, managers, members or partners; and

d. The execution and delivery of the Contract by the CONSULTANT and the CONSULTANT'S performance of its obligations hereunder shall not result in a violation or breach of any term or provision or constitute a default or accelerate performance required under any other agreement or document to which CONSULTANT is a party or otherwise bound and will not constitute a violation of any law, ruling, regulation or order to which CONSULTANT is subject. The underlying Contract constitutes a valid and binding obligation of CONSULTANT enforceable in accordance with its terms.

4.29 The City's Understanding and Representations

The City enters the Contract under the assumption of truth regarding all facts presented by CONSULTANT, its bid proposal and the bid specifications. In the event that any information contained in the CONSULTANT'S bid proposal is found to be inaccurate, The City may exercise its rights to void the Contract as discussed under subsections 4.34 and 4.35 of this RFP.

The City warrants and represents that it reasonably believes that it will have sufficient funds to make all payments due pursuant to the Contract, and hereby covenants that it will do all things lawfully within its power to obtain, maintain, request and pursue funds from which said payments may be made. In the event that the City becomes aware that funds in fact are not made available, the City shall promptly notify CONSULTANT of such occurrence, and upon such notice to CONSULTANT, the Contract shall terminate on the date set forth in the notice.

4.30 Disclosures

The CONSULTANT shall not use or disclose any data, designs or other information belonging to or supplied by or on behalf of The City, unless expressly authorized in writing by The City. Upon The City's request, such data, designs or other information and any copies thereof shall be returned to The City. Where The City's data, designs or other information are furnished to the CONSULTANT'S suppliers for procurement of supplies by the CONSULTANT for use in the performance of the Contract, the CONSULTANT shall insert the substance of this provision in any Contract with supplier(s).

4.31 Non-Collusion / Non-Restrictive Competition

THE CONSULTANT MUST INCLUDE WITH THEIR BID PROPOSAL A COMPLETED CERTIFICATION OF NON-RESTRICTIVE COMPETITION (Attachment 3 to this RFP).

The CONSULTANT warrants and represents that it has not paid and agrees not to pay any bonus, commission, fee or gratuity to any employee or official of The City or to any other contractor for the purpose of obtaining the Contract.

4.32 Conflict of Interest

Elected officials, officers and employees of The City, and their spouses, are prohibited from having or acquiring any contract or any direct pecuniary interest in any contract, which will be wholly or partially performed by the payment of funds or the transfer of property of The City.

4.33 Conflict in Provisions

In the event of a conflict between any of the terms and conditions contained in the Contract and its referenced exhibits, the Contract provision shall apply unless otherwise provided for. In the event of a conflict between any of the terms and conditions contained in Section 6 of the Contract and any other provisions of the Contract, the provisions contained in Section 6 shall apply.

4.34 Termination of Contract for Default

If the CONSULTANT:

1. Fails to begin the work under the Contract within the time specified, or

2. Fails to perform the work with sufficient employees and equipment, or

3. Performs the work unsuitably or neglects or refuses to reconsider recommendations provided to The City, or

4. Discontinues the prosecution of the work, or

5. Fails to resume work which has been discontinued with a reasonable time after notice to do so, or

6. Becomes insolvent, or

7. Allows any final judgment to stand against it unsatisfied for a period of ten (10) days, or

8. Makes an “assignment for the benefit of creditors,” or

9. Fails to comply with Contract requirements regarding minimum wage payments or equal employment opportunity requirements, or

10. Is a party to fraud, or

11. For any other cause whatsoever, fails to carry on the work in an acceptable manner, the Director of Procurements will give notice in writing to the CONSULTANT of such delay or default.

    If within ten (10) days after receipt of such notice, the CONSULTANT or the contractor’s surety does not proceed in accordance with the notice from the PURCHASING MANAGER, The City will, upon written notification from the PURCHASING MANAGER of the fact of such delay, neglect or default and the contractor’s failure to comply with such notice, have full power and authority, without violating the contract, to terminate the Contract. The City may enter into an agreement for the completion of said Contract according to the terms and provisions thereof or use such other methods, in the opinion of the PURCHASING MANAGER, will be required for completion of said Contract in an acceptable manner.

    All costs and changes incurred by The City, together with the cost of completing the work under Contract, will be deducted from any monies due or which may become due said CONSULTANT. If such expense exceeds the sum which would have been payable under the Contract, then the CONSULTANT shall be liable and shall pay to The City the amount of such excess.

    If it is determined, after termination of the CONSULTANT’S right to proceed, that the CONSULTANT was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of

The City in accordance with subsection 4.35. Thus, damages to which a CONSULTANT may be entitled as a result of an improper default termination will be limited to the amounts provided for in subsection 4.35.

4.35 <u>Termination of Contract for Convenience of The City</u>

The City may terminate the entire Contract or any portion thereof, if the PURCHASING MANAGER determines that a termination is in The City's best interest. The PURCHASING MANAGER will deliver to the CONSULTANT a Written Order of Termination specifying the extent of termination and the effective date.

A. <u>Submittals and Procedures;</u>

After receipt of a Written Order of Termination, the CONSULTANT shall immediately proceed with the following obligations:

1. Stop work as specified in the notice.

2. Place no further subcontracts for services or facilities, except as necessary to complete the continued portion of the Contract.

3. Terminate all subcontracts or orders for services or facilities to the extent they relate to the work terminated.

4. Deliver to The City any information that, if the Contract had been completed, would be required to be furnished to The City.

5. Take any action necessary, or that the PURCHASING MANAGER may direct, for the protection and preservation of the property related to the Contract that is in the possession of the CONSULTANT and in which the City has or may acquire an interest.

6. Complete performance of the work not terminated.

B. In arriving at the amount of money due the CONSULTANT under this clause, the City will deduct:

1. All advance or other payments to the CONSULTANT under the terminated portion of the Contract.

2. Any claim that the City has against the CONSULTANT under the Contract.

If the termination is partial, the CONSULTANT may file a proposal with The City for an equitable adjustment of the prices(s) of the continued portion of the Contract. The City will make any equitable adjustment agreed upon. Any proposal for an equitable adjustment under this clause shall be requested with ninety (90) calendar days from the effective date of termination unless extended in writing by the FINANCE DEPARTMENT.

The City may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the CONSULTANT for the terminated portion of the Contract, if these payments will not exceed the amount to which the CONSULTANT is entitled.

4.36 Suspension of Work Clause

The following provisions shall apply if the CONSULTANT'S delivery of services is suspended by order of The City:

1. If the performance of all or any portion of the work is suspended or delayed by the City for an unreasonable period of time (not originally anticipated, customary, or inherent to the contracted services) and the CONSULTANT believes that additional compensation and / or contract time is due as a result of such suspension or delay, the CONSULTANT may submit in writing a request to the City for an adjustment. Such request shall be submitted to the City within seven (7) calendar days of receipt of the notice to resume work.

2. Upon receipt, the City will evaluate the CONSULTANT'S request. If the City agrees that the cost and / or time required for the delivery of contracted services has increased as a result of suspension of work issued by the City and the suspension was caused by conditions beyond the control or and not the fault of the CONSULTANT or subcontractors at any approval tier, and not caused by weather, the City will accordingly make an adjustment (excluding profit) and provide a written Contract modification.

3. No Contract adjustment will be allowed unless the CONSULTANT has submitted the request of adjustment within the time prescribed.

4. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of the Contract.

4.37 Variations of Quantities Clause

The following provisions shall apply if there are changes in the character of work required by The City:

1. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or, by affecting other work, cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract.

2. If the alterations or changes in quantities do not significantly change the character or the services to be provided under the Contract, the alerted work will be paid for as provided elsewhere in the Contract.

3. The term “significant change” shall be construed to apply only to the circumstances where the character of the work as altered differs materially in kind or nature from that originally specified in the Contract.

4. The CONSULTANT shall maintain and make available all project cost records to the City for audit to the extent necessary to determine the validity and amount of each item claimed. This includes all books and other evidence bearing on the CONSULTANT’S costs and expenses under the contract. These records and documents shall be made available to the City at the CONSULTANT’S office, at all reasonable times, without any direct charge. If approved by the City, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

5. Termination of the Contract or portion thereof shall not relieve the CONSULTANT of contractual responsibilities for the work completed.

4.38 Revisions to the Contract

The City reserves the right to revise the Contract at any time. Such revisions shall neither invalidate the Contract nor release the surety. The CONSULTANT agrees to complete the Contract as revised. The CONSULTANT shall not proceed with work for which a revision to the Contract is required without prior written approval from The City. Once approval is received, the CONSULTANT shall proceed with such direction immediately, whether the City considers that the Contract had been revised or not. Any modifications to the Contract shall be accomplished in accordance with the provisions of subsection 4.5 of this Contract.

4.39 FTA Requirements

Section 5 of this RFP provides the CONSULTANT a listing of all FTA requirements for this project. All FTA terms and conditions are incorporated into the underlying Contract by reference.

4.40 Insurance

The CONSULTANT shall procure and maintain for the duration of the contract a policy or policies of insurance for the protection of both the CONSULTANT and the City. The City requires certification or insurance coverage from all contractor / subcontractors prior to commencing work.

MINIMUM SCOPE AND EXENT OF COVERAGE REQUIRED

Obtain and maintain Professional Liability Insurance affording personal injury damage liability and wrongful acts or omissions with limits as follows:

Professional Liability Insurance
$500,000 per occurrence
$3,000,000 annual aggregate

Such insurance shall name The City of Wichita as an Additional Insured for every injury suffered or alleged to have been suffered by any person or persons and property damage by reason of or in the course of completion of the scope of services for any task order(s) under this agreement whether occurring by reason of negligent acts, omissions or wrongful acts of the CONSULTANT or any subcontractors or both.

The Professional Liability Insurance policy shall remain in force throughout the duration of the performance of the scope of services for any task order(s) under this agreement as evidenced by a Certificate of Insurance which names The City of Wichita as an Additional Insured. The insurance shall have an A.M. Best Rating of A-VI or better. Certificates are to note the Best Rating and be submitted to The City of Wichita within ten (10) days after full execution of this agreement. The contractor agrees to provide The City of Wichita thirty (30) days advance notice of cancellation of all insurance policies.

SECTION 5

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION (FTA)

THE FOLLOWING TERMS AND CONDITIONS ARE

INCORPORATED HEREIN BY REFERENCE AND MADE A PART

OF ANY CONTRACT(S) RESULTING FROM

THE CITY OF WICHITA'S REQUEST FOR PROPOSAL.

SECTION 5

FTA REQUIRED CONTRACT CLAUSES

FTA required clauses for Professional Services

Bolded and CAPITALIZED items are required and therefore included in this document. "N/A" indicates items that are not included because they are not required.

1	Drug and Alcohol	N/A
2	Buy America	N/A
3	Charter Bus Requirements	N/A
4	School Bus Requirements	N/A
5	Cargo Preferences	N/A
6	**SEISMIC SAFETY REQUIREMENTS (A&E FOR NEW BUILDINGS AND ADDITIONS) – See Note #3**	
7	**ENERGY CONSERVATION REQUIREMENTS**	
8	**CLEAN WATER REQUIREMENTS (greater than $100,000) – See Note #1**	
9	Bus Testing	N/A
10	Pre-Award and Post-Delivery Audits Requirements	N/A
11	**LOBBYING (greater than $100,000) – See Note #1**	
12	**ACCESS TO RECORDS AND REPORTS**	
13	**FEDERAL CHANGES**	
14	Bonding Requirements	N/A
15	**CLEAN AIR REQUIREMENTS (greater than $100,000) – See Note #1**	
16	Recycled Products	N/A
17	Davis Bacon Act	N/A

18	Contract Work Hours and Safety Standards Act	N/A
19	Copeland Anti-Kickback Act	N/A
20	**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**	
21	**FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**	
22	**TERMINATION (greater than $10,000) – See Note #7**	
23	**GOVERNMENT- WIDE DEBARMENT AND SUSPENSION (greater than or equal to $25,000) – See Note #12**	
24	**PRIVACY ACT – See Note #8**	
25	**CIVIL RIGHTS REQUIREMENTS**	
26	**BREACHES AND DISPUTE RESOLUTION (greater than $100,000) – See Note #1**	
27	**PATENT AND RIGHTS DATA (greater than $100,000) – See Note #1**	
28	Transit Employee Protective Agreements	N/A
29	**DISADVANTAGED BUSINESS ENTERPRISES (DBE)**	
30	**STATE AND LOCAL LAW DISCLAIMER**	
31	**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATIVE (FTA) TERMS**	
32	**FLY AMERICA - See Note #10**	
33	Transit Vehicle Manufacturer's Certification	N/A
34	**ENVIRONMENTAL PROTECTION**	
35	**ACCESS REQUIREMENT FOR PERSONS WITH DISABILITIES (ADA) – See Note #9**	
36	**NOTIFICATION OF FEDERAL PARTICIPATION (greater than $500,000) – See Note #11**	
37	**CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (ITS PROJECTS ONLY)**	

Number Notes referenced on Previous Pages:

1. **Contracts over $100,000.**

2. **Applies ONLY to contracts for equipment, vehicles, materials, or commodities which May be transported by ocean vessels.**

3. **Constructions of new buildings or additions to existing buildings.**

4. **All contracts for items designated by the EPA, when the purchaser or contractors procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year.**

5. **Contracts over $2,000.**

6. **Contracts over $2,500.**

7. **Contracts with nonprofit organizations and institutions of higher education in excess of $100,000 and all other contracts in excess of $10,000.**

8. **When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier.**

9. **Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.**

10. **Applies ONLY to contracts involving international air transportation of persons or materials.**

11. **Applies ONLY to contracts for goods and services, including construction, valued at over $500.000.**

12. **Applies ONLY to contracts for services valued at or to exceed $25,000.**

Required Federal Clauses for Professional Services

5.1 SEISMIC SAFETY REQUIREMENTS

(Applies to New Building Construction and Additions to Existing Buildings)

The recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq*., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

5.2 ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5.3 CLEAN WATER REQUIREMENTS

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

5.4 LOBBYING

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts

on its behalf with nonFederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the **(Purchaser)**.

5.5 ACCESS TO RECORDS

Contracts exceeding $100,000.

a. The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. Where the Purchaser enters into a negotiated contract for other than a small purchase or under a simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

c. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

d. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation

or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

f. FTA does not require the inclusion of these requirements in subcontracts.

5.6 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5.7 CLEAN AIR REQUIREMENTS

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

5.8 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed

that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.9 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.10 TERMINATION

Contracts with nonprofit organizations and institutions of higher education in excess of $100,000 and all other contracts in excess of $10,000.

a. Termination for Convenience (General Provision) The **(Purchaser)** may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to **(Purchaser)** to be paid the Contractor. If the Contractor has any

property in its possession belonging to the **(Purchaser)**, the Contractor will account for the same, and dispose of it in the manner the **(Purchaser)** directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **(Purchaser)** may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the **(Purchaser)** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the **(Purchaser)**, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** The **(Purchaser)** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to **(Purchaser)'s** satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from **(Purchaser)** setting forth the nature of said breach or default, **(Purchaser)** shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude **(Purchaser)** from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that **(Purchaser)** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **(Purchaser)** shall not limit **(Purchaser)'s** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** The **(Purchaser)**, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the

Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Purchaser)** may terminate this contract for default. The **(Purchaser)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the **(Purchaser)**.

g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Purchaser)** may terminate this contract for default. The **(Purchaser)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of **(Purchaser)'s** goods, the Contractor shall, upon direction of the **(Purchaser)**, protect and preserve the goods until surrendered to the **(Purchaser)** or its agent. The Contractor and **(Purchaser)** shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the **(Purchaser)**.

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the **(Purchaser)** may terminate this contract for default. The **(Purchaser)** shall terminate by delivering to the Contractor a Notice

of Termination specifying the nature of the default. In this event, the **(Purchaser)** may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the **(Purchaser)** resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the **(Purchaser)** in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the **(Purchaser)**, acts of another Contractor in the performance of a contract with the **(Purchaser)**, epidemics, quarantine restrictions, strikes, freight embargoes; and

2) The contractor, within [10] days from the beginning of any delay, notifies the **(Purchaser)** in writing of the causes of delay. If in the judgment of the **(Purchaser)**, the delay is excusable, the time for completing the work shall be extended. The judgment of the **(Purchaser)** shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

   If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the **(Purchaser)**.

i. **Termination for Convenience or Default (Architect and Engineering)** The **(Purchaser)** may terminate this contract in whole or in part, for the **(Purchaser)'s** convenience or because of the failure of the Contractor to fulfill the contract obligations. The **(Purchaser)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the **(Purchaser)**, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the **(Purchaser)** may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the **(Purchaser)**.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the **(Purchaser)**.

j. **Termination for Convenience of Default (Cost-Type Contracts)** The **(Purchaser)** may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the **(Purchaser)** or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the **(Purchaser)**, or property supplied to the Contractor by the **(Purchaser)**. If the termination is for default, the **(Purchaser)** may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the **(Purchaser)** and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the **(Purchaser)**, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the **(Purchaser)** determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the **(Purchaser)**, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination of convenience.

5.11 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, and Other Responsibilities Matters Lower Tier Covered Transactions (Third Party Contracts over $100,000)

Instructions for Certification

a. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below:

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, **(Purchaser)** may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to **(Purchaser)** if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact **(Purchaser)** for assistance in obtaining a copy of those regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by **(Purchaser)**.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

f. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

g. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, **(Purchaser)** may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

a. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.12 PRIVACY ACT

When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that the information could be retrieved by personal identifier.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

5.13 CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5.14 BREACHES AND DISPUTE RESOLUTION

Contracts exceeding $100,000.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **(Purchaser)'s** [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by **(Purchaser)**, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the **(Purchaser)** and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the **(Purchaser)** is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the **(Purchaser)**, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

5.15 PATENT AND RIGHTS IN DATA

Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

a. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize

others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(1) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(2) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

b. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in whole or in part with Federal assistance provided by FTA.

5.16 DISADVANTAGES BUSINESS ENTERPRISES (DBE)

The Federal Fiscal Year goal has been set by the **(Purchaser)** in an attempt to match projected procurements with available qualified disadvantaged businesses. The **(Purchaser)'s** goals for budgeted service contracts, bus parts, and other materials and supplies for Disadvantaged Business Enterprises have been established by the **(Purchaser)** as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specified DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient,

reasonable, and good faith efforts to involve DBE's in the work provided, the **(Purchaser)** may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

This section is being developed to reflect the new rule in 49 CFR Part 26.

a. Policy - It is the policy of the Department of Transportation and the City of Wichita / Wichita Transit that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106c of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURRA), shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106c of the STURAA of 1987, apply to this contract.

   The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106c of the STURRA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

   It is further the policy of the **(Purchaser)** to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the **(Purchaser)'s** procurement activities are encouraged.

b. DBE Obligation – The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the **(Purchaser)** may declare the contractor noncompliance and in breach of contract.

d. The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the **(Purchaser)'s** DBE

program. These records and documents will be made available at reasonable times and places for inspection by an authorized representative of the **(Purchaser)** and will be submitted to the state upon request.

e. The **(Purchaser)** will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements

iv. DBE Program Definitions, as used in the contract:

v. Disadvantage business "means a small business concern":

vi. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

vii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

viii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

ix. Whose management and daily business operations are controlled by one or more women individuals who own it.

x. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.

xi. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

xii. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

xiii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

xiv. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

xv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

xvi. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

5.17 STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the **(Purchaser)'s** procurement documents, the grantees should consult with their local attorney.

5.18 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any **(Purchaser)** requests which would cause the **(Purchaser)** to be in violation of the FTA terms and conditions.

5.19 FLY AMERICA

Applies ONLY to contracts involving international air transportation of persons or material.

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag carriers to extend services by U.S. flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers." 41 C.F.R. §§ 301.131 through 301.143.

5.20 ENVIRONMENTAL PROTECTION

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq*. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq*.; And joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

5.21 ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;

c. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

f. U.S. GSA regulations, "Accommodations for the Physically Handicapped'" 41 C.F.R. Subpart 101-19;

g. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

i. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

j. Any implementing requirements FTA may issue.

5.22 NOTIFICATION OF FEDERAL PARTICIPATION

The recipient agrees that FTA will provide Federal assistance for the Project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or regulations, (b) the "Maximum FTA Amounted Approved," set forth in the Grant Agreement or Cooperative Agreement for the Project, or (c) the amount calculated in accordance with the Maximum Percentage(s) of FTA Participation," as may be modified by the Conditions of Award or other Special Conditions, Special Requirements, or Special Provisions of the Grant Agreement or Cooperative Agreement for the Project. FTA's responsibility to make Federal assistance payments is limited to the amounts listed in the Approved Project Budget for the Project. The "Estimated Total Eligible Cost" in the Grant Agreement or Cooperative Agreement for the Project is the basis on which FTA determines the "Maximum FTA Amount Awarded."

(a) "Net Project Cost". For any Project required by Federal law or FTA to be financed on the basis of its "Net Project Cost" as identified by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the Recipient for that portion of the Project that cannot reasonably be financed from the Recipient's revenues, *i.e.*, "Net Project Cost" of the Project. Therefore, the Agreement is the "Estimated Net Project Cost" and forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the Project.

(b) Other Basis of FTA Participation. For any Project not required by Federal law or FTA to be financed on the basis of its "Net Project Cost" as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the Recipient for all or part of the total Project cost that is eligible for Federal assistance. Therefore, the amount stated as "Estimated Total Eligible Cost" on the Grant Agreement or

Cooperative Agreement for the Project forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the Project.

5.23 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg*. 1455 *et seq*., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

APPENDIX

ATTACHMENT 1
PROPOSED EXCEPTION TO THE CITY'S RFP

CONSULTANT: _____

Name of Representative: _____

Consultant Address: _____

Phone: _____ FAX: _____

Signature: _____

RE: RFP Section: _____ RFP Page Number: _____

PROPOSED EXCEPTION: Please enclose literature, technical and / or performance specifications as pertinent to help our evaluation.

In the interest of saving paper, exceptions may be submitted in a letter format provided the RFP section and page numbers are clearly referenced.

ATTACHMENT 2
ADDENDA ACKNOWLEDGMENT FORM

The undersigned acknowledges receipt of the following addenda to the RFP for development of a Transportation Development Plan for Wichita Transit. Write the number and date issued for each addenda received. If none were received, then write N/A here: _____.

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

CONSULTANT NAME: _____

DATE: _____

ATTACHMENT 3
CERTIFICATION OF NON-RESTRICTIVE COMPETITION

PROJECT: Transportation Development Plan

_____ being first duly sworn, deposes and says that he / she is _____ of _____ and that all statements made and facts set out in the Proposal for the above project are true and correct; and that the Proposer (the person, firm association, or corporation making said Proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and open competition in connection with such Proposals in response to the above mentioned Request for Proposal or any contact which may result from the acceptance of said Proposal.

Affiant further certifies that the Proposer is not financially interested in, or financially affiliated with, any other Proposer for the above project.

BY _____

BY _____

BY _____

Sworn to before me this _____ day of _____, 20_____

_____
(Notary Public)

_____

ATTACHMENT 4
CERTIFICATION OF POTENTIAL CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Potential CONSULTANT _____ certifies to the best of its knowledge and belief, that it and its principals;

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or The City of Wichita;

2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and

4) Have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or Local) terminated for cause of default.

If the potential CONSULTANT is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

THE POTENTIAL CONSULTANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICIABLE THERETO.

_____
(Signature of Authorized Official)

_____
(Title)

The undersigned chief legal counsel for_____(the potential contractor) hereby certifies that the _____ has authority under State and Local law to comply with the subject assurance and that the certification above has been legally made.

_____
(Signature of Applicant's Attorney)

_____
(Date)

ATTACHMENT 5
DEBARMENT AND SUSPENSION CERTIFICATION (Lower Tier Covered Transaction)

The prospective lower tier proposer certifies, by submission of this Offer, that neither it nor its "principals" as defined at 40 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

If the prospective lower tier proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing and "X" in the following space: _____.

THE PROPOSALDER OR PROPOSER, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT ON ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSALDER OR PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this _____ day of _____, 20____.

By: _____
(Signature of CONSULTANT'S authorized official)

_____
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 6
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify that I am
(Name of CONSULTANT'S Authorized Official)

authorized to execute this certification, and to the best of my knowledge after due

diligent inquiry, on behalf of _____ that:
(Name of CONSULTANT)

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

THE CONSULTANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this _____ day of _____, 20____.

By: _____
(Signature of CONSULTANT'S authorized official)

_____
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 7
DBE CERTIFICATION

I, _____, hereby certify to the best of my
(Name of CONSULTANT'S Official)

knowledge on behalf of _____ that:
(Name of CONSULTANT)

_____ has complied with the requirements of
(Name of CONSULTANT)

49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Executed this _____ day of _____, 20____.

By: _____
(Signature of CONSULTANT'S authorized official)

_____
(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 8

NON-DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

Page 1 of 2

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statues Annotated 44-1001 et. Seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

   a. Observe the provisions of he Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

   b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.

   c. Upon request, inform the Kansas Human Rights Commission and / or the City of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

   d. Contractor shall include the provisions of Paragraphs (a), (b), (c) and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

e. EXEMPTED from these requirements are:

(1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

(2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contracts.

(3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars ($5,000.00) or less during the City fiscal year.

f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and / or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1979 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions claimed: Four (4) Employees or Less; Federal Contract; Contract less than $5,000.00

_____ Number of Employees

_____
Company Name

_____ Federal Contract

_____
Company Address and Telephone

ATTACHMENT 9
WORKFORCE DISTRIBUTION FORM

Page 1 of 3

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

MALE EMPLOYEES						(6) Totals of Columns 2-5 (Total Male Minority Employees)
	(1)	(2)	(3)	(4)	(5)	
Job Categories	**White**	**Black**	**Hispanic**	**American. Indian or Alaskan. Native**	**Asian or Pacific. Island**	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

FEMALE EMPLOYEES						(12) Totals of Columns 7-11 (Total Female Minority Employees)
	(7)	(8)	(9)	(10)	(11)	
Job Categories	**White**	**Black**	**Hispanic**	**American. Indian or Alaskan. Native**	**Asian or Pacific. Island**	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

Job Categories	**(13)** **Totals of Columns 6 and 12** **-------** **TOTAL MINORITY EMPLOYEES**	**(14)** **Total Employees with Disabilities**	**(15)** **Total Vietnam Veterans or Disabled Veterans**	**(16)** **Totals of Columns 1-6 & Columns 7–11** **-------** **TOTAL EMPLOYEES**
Officials and Managers				
Professionals				
Technicians				
Sales Workers				
Office and Clerical				
Craftsman (Skilled)				
Operatives (Semi-Skilled)				
Laborers (Unskilled)				
Service Maintenance Workers				
TOTAL				
Total Reported from previous report, if any				
Part-time or Temporary				

ATTACHMENT 10
JOINT VENTURE FORM
Page 1 of 4

This form is to be completed ONLY if the CONSULTANT(S) is proposing a Joint Venture and must be included with the proposal.

WE THE UNDERSIGNED BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

The CONSULTANT, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this **Statement of Joint Venture** in the name of and on behalf of such CONSULTANT for the purposes herein set forth:

The following named CONSULTANTS:

(a) _____; ;_____ ;_____
( ) Individual ( ) Partnership ( ) Corporation

(b) _____; ;_____ ;_____
( ) Individual ( ) Partnership ( ) Corporation

(c) _____; ;_____ ;_____
( ) Individual ( ) Partnership ( ) Corporation

(d) _____; ;_____ ;_____
( ) Individual ( ) Partnership ( ) Corporation

Each of who have entered into a **Joint Venture** for the purpose of carrying on the work hereinafter described.

Under the provisions of such **Joint Venture** the assets of each of the CONSULTANTS named, and in the case of any CONSULTANT so named above is a partnership, the assets of the individual members of such a partnership will be available for the performance of such **Joint Venture**, and liable therefore and for all obligations incurred in connection therewith.

The **Statement of Joint Venture** is executed so that the named CONSULTANTS may under such **Joint Venture** proposal upon the work herein mentioned and they may, if the successful proposalder therefore, be awarded the contract for such work. Any proposal, proposed document, bond and contract relating to the work hereinafter specified shall be executed by any person authorized to bind any member of the **Joint Venture** and when so executed shall

bind this **Joint Venture** and each and every CONSULTANT named herein, severally and jointly. Simultaneous with the execution of the contract, the **Joint Venturers** shall designate and appoint a project supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts of things necessary to carry out the work set forth in said contract.

In consideration of being qualified to proposal upon such work as **Joint Venturers**, we bind the CONSULTANT for whom we respectively execute this **Statement of Joint Venture** in firm agreement with The City that each of the representations herein set forth is true.

The work for which this Joint Venture has been entered into is identified as:

_____

_____

Subscribed an sworn before me, this

_____ day of (a) _____
(Name of CONSULTANT)

_____, 20___ BY _____
(Type or Print name of signer)

Subscribed an sworn before me, this

_____ day of (b) _____
(Name of CONSULTANT)

_____, 20___ BY _____
(Type or Print name of signer)

Subscribed an sworn before me, this

_____ day of (c) _____
(Name of CONSULTANT)

_____, 20___ BY _____
(Type or Print name of signer)

Subscribed an sworn before me, this

_____ day of (d) _____
(Name of CONSULTANT)

_____, 20___ BY _____
(Type or Print name of signer)

TO BE EXECUTED BY EACH JOINT VENTURER

Authorization and designation of respective affiants to the Statement of Joint Venture hereto attached to act for and on behalf of the CONTRACTORS named herein:

(a) _____ hereby certifies that
(Name of CONSULTANT)

_____ has been and is hereby
(Name of Representative)

empowered to sign the Statement of Joint Venture attached hereto as the

authorized representative of _____
(Name of CONSULTANT)

for the special purpose therein expressed.

_____ _____
ATTEST DATE

***** SEAL NECESSARY IF CORPORATION *****

(b) _____ hereby certifies that
(Name of CONSULTANT)

_____ has been and is hereby
(Name of Representative)

empowered to sign the Statement of Joint Venture attached hereto as the

authorized representative of _____
(Name of CONSULTANT)

for the special purpose therein expressed.

_____ _____
ATTEST DATE

***** SEAL NECESSARY IF CORPORATION *****

(c) _____ hereby certifies that
(Name of CONSULTANT)

_____ has been and is hereby
(Name of Representative)

empowered to sign the Statement of Joint Venture attached hereto as the

authorized representative of _____
(Name of CONSULTANT)

for the special purpose therein expressed.

_____ _____
ATTEST DATE

***** SEAL NECESSARY IF CORPORATION *****

(d) _____ hereby certifies that
(Name of CONSULTANT)

_____ has been and is hereby
(Name of Representative)

empowered to sign the Statement of Joint Venture attached hereto as the

authorized representative of _____
(Name of CONSULTANT)

for the special purpose therein expressed.

_____ _____
ATTEST DATE

***** SEAL NECESSARY IF CORPORATION *****

ATTACHMENT 11
CONSULTANTS LIST INFORMATION
Page 1 of 2

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) **ä** CONSULTANTS and subconsultants who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: _____

Address: _____

_____

_____

Are you a DBE firm? **r** YES **r** NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? **r** YES **r** NO

How may years has your firm been in business? _____ years

What are your firm's annual gross receipts?

r Less than $500,000 **r** $500,001 - $1,000,000

r 1,000,001 - $2,000,000 **r** $2,000,001 - $5,000,000

r $5,000,001 or above

Submitted by: _____
(Print Name)

_____
(Signature)

_____
(Title)

_____
(Date)

- A disadvantaged business firm is defined as a small business concern:

  1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over $750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 12

PROPOSED COST SUMMARY / PROPOSAL COST FORM

Page 1 of 2

The City is exempt from all Federal, State and Local sales taxes. The contract will be awarded as a firm-fixed price contract.

I / We _____ of _____
the undersigned, having carefully investigated the conditions affecting the work, and the Contract Documents, offer to furnish all labor, materials, equipment, facilities, warranty, transportation, insurance specified, and services required to complete the Transportation Development Plan for The City in accordance with the provisions of the subject RFP, including any and all amendments issued prior to date of Proposal opening.

We bid the following cost for preparing the TDP: $_____

ADDITIONAL CONSIDERATIONS

The undersigned agrees that this Proposal shall remain in effect for a period of one hundred and twenty (120) calendar days from the date of receipt of proposals, and further agrees to enter into a firm fixed price contract for the performance of the work covered by the proposal provided to The City, within such one hundred and twenty (120) day period, issues a letter of intent to award a contract or a Notice to Proceed to the undersigned.

The undersigned agrees to assume all increases in labor rates and / or material prices, taxes, costs indexes, or any other rates that may develop during the term of this contract.

IN SUBMITTING A PROPOSAL, THE CONSULTANT CONFIRMS THAT THE STATED PRICES INCLUDE ALL MATERIAL, LABOR, DELIVERY, OVERHEAD AND PROFIT.

If this Proposal is accepted, in compliance with the above, the undersigned offers and agrees, if this Proposal is accepted, to furnish any and all of the goods and services at the proposal price, delivered to the designed point(s) within the time specified in the RFP or Contract document. **FAILURE TO SIGN BELOW WILL DEEM THE PROPOSAL NON-RESPONSIVE UNLESS THE PROPOSAL CONSTITUTES A SINGLE PROPOSAL.** The City reserves the right to award as a single proposal.

_____	_____
Authorized Signature	Company Name
_____	_____
Printed Name	Company Address
_____	_____
Title	City, State, ZIP Code
_____	_____
Date	Phone Number
	_____
	FAX Number

ATTACHMENT 13

CITY OF WICHITA PROCUREMENT CERTIFICATIONS

The CONSULTANT _____hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above consultant) to solicit or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

C. The Consultant has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)

D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, “Disclosure of Lobby Activities: in accordance with its instruction.

E. Conflict of Interest.

The Consultant certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board Members, family members and officers do not participate I contracts receiving funds pursuant to this agreement.

Executed this _____ day of _____, 20____.

By: _____
(Signature of CONSULTANT'S authorized official)

_____
(Name and Title of CONSULTANT'S Authorized Official)

Agenda Item No. 11.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: City of Wichita Intelligent Transportation System Project

INITIATED BY: Transit Services

AGENDA: New Business

Recommendation: Approve the staff request to proceed forward with the Intelligent Transportation System (ITS) project. Approve the release of an RFP for a consultant contract. Approve the expenditure of City funds for a required match on Federal Grant money. Approve the expenditure of the FFY2003 FHWA ITS Demonstration Fund. Approve the signature of the associated Supplemental Agreement.

Background: The Transit Services Department provides public transportation to the general population of City of Wichita. The current infrastructure has reached a point where available and affordable technology improvements are needed to support the current systems abilities. Transit Services has been conducting research to identify ways to improve operational efficiencies and customer services, while maintaining existing staffing levels. If Transit Services is to maintain its ability to provide efficiency in its fixed-route and paratransit service, while accommodating significant increases in demand and rising diesel fuel costs, it is necessary to implement available technology.

Analysis: Public transit providers, enhanced with the use of ITS technologies, have been able to improve customer service and become more efficient, ultimately resulting in even greater mobility and access. Overall, agencies which have employed ITS technologies have realized a 9.5% improvement in the delivery of service, while customer complaints have been reduced by 14%.

ITS initiatives for transit are typically undertaken by the local public transportation provider agency. Transit Services has identified the utilization of ITS technologies to fulfill the need for an update to its current system. Not only have the ITS applications shown a benefit to the transit ridership but have resulted in advancing positive improvements on the overall regional transportation network as a whole. These improvements are also needed to support local Americans with Disabilities Act (ADA) transit related requirements as well as planned transit services supporting both the downtown arena and regional growth initiatives.

At a minimum, the components to the ITS project will be for the issuance of a consultant contract responsible for the design, implementation, and deployment of the following project applications;

- Automatic Vehicle Location (AVL) system with Global Positioning System (GPS);
- Automated Stop Announcement system (ADA mandated);
- External Vehicle Identification system (ADA mandated);
- Computer Aided Dispatch (CAD) system with Mobile Data Terminals (MDT);
- Automated Passenger Count (APC) system;
- Customer Service system;
- Vehicle Diagnostic system.

Financial Consideration: Together with the consultant contract, Transit Services has identified an assembly of hardware and software to be purchased and installed on fixed-route buses, paratransit vans, supervisory vehicles and spare parts inventory, as the costs projected for the project. The number of vehicles to be equipped with the ITS components, combined with a 10% buffer for spare parts, will total 93 unit sets.

After researching agencies which have completed similar projects, Transit Services has determined the approximate cost for the project to be:

• Consultant Project Management	$75,000
• Cost per Vehicle ($15,000)	$1,395,000
TOTAL	**$1,470,000**

In support of this project, Transit Services has identified the following funding sources:

	Federal	Match	Total	Match Source
• 1999 FTA Grant	$25,600	$6,400	$32,000	KDOT Funds
• 2003 FTA / AVL Grant	327,102	81,775	408,877	City Funds
• 2005 FTA / AVL Grant	365,000	91,250	456,250	KDOT Funds
• 2003 FHWA ITS Demonstration Fund	605,789	N / A	605,789	
TOTAL	**$1,323,491**	**$179,425**	**$1,502,916**	

Transit Services has estimated the return-on-investment for this project to be complete within eight years.

The project proposal has been reviewed by City Council during a Workshop session on April 22, 2008. The project has also been reviewed and approved by the IT/IS Advisory Board on March 5, 2008.

Expenditure of the FHWA ITS Demonstration Fund will require:

- Approval from City Council;
- Supplemental Agreement between the City, County, Wichita Area Metropolitan Planning Organization and KDOT.

Goal Impact: This project addresses the Internal Perspective goal by influencing the following indicators: Improve Technology Efficiencies and Increase Productivity.

Legal Considerations: The Supplemental Agreement has been approved by the City, County and KDOT Legal Departments as to form.

Recommendations/Actions: It is recommended that the City Council:

- Approve the request from Transit Services to move forward with the ITS project;
- Approve release of an RFP for a consultant contract;
- Approve the expenditure of City funds for a required match on Federal Grant money;
- Approve expenditure of the FFY2003 FHWA ITS Demonstration Fund;
- Approve the signing of the associated Supplemental Agreement.

Agenda Item 12a.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Amend City Code Chapter 7.56, Regulating Smoking

INITIATED BY: City Council

AGENDA: New Business

- -

Recommendation: Adopt amendments to the City Code Sections regulating smoking, to restrict smoking in food service establishments and certain premises licensed to sell liquor or cereal malt beverages.

Background: In recent years, numerous studies have determined that environmental tobacco smoke (ETS) is a significant source of exposure to toxic indoor air contaminants, causally associated with respiratory illnesses, including lung cancer, asthma and emphysema. ETS carcinogens and poisons pose special risks to children, the elderly, food and beverage service employees, and individuals with cardiovascular disease and/or impaired respiratory function, including asthmatics and those with obstructive airway disease. Accordingly, there appears to be a need to protect persons under eighteen years of age from ETS exposure in the course of food and beverage service employment, or in the course of patronizing food service establishments, and to promote the health and welfare of citizens and the traveling public by increasing substantially the opportunity to enjoy public dining and drinking activities without the health hazard posed by ETS, through a requirement that businesses serving food and/or alcoholic beverages post clear warnings at all public entrances if they allow smoking.

Analysis: The proposed amending ordinance would amend existing Code Sections 7.56.010, 7.56.020, 7.56.030, 7.56.040 & 7.56.050 and add new Sections 7.56.021, 7.56.022 and 7.56.060, to basically add food service establishments and premises licensed to sell liquor or cereal malt beverages by the drink to the list of places where smoking is generally prohibited. For regulated areas within a larger building (e.g., a hotel) only the areas where food and alcoholic beverages are being served would be covered, rather than the whole building, and separate banquet rooms would be treated separately. Exception would be allowed for establishments that are legally able and willing to exclude, and do not employ, persons under eighteen years of age (although existing employees under eighteen would be grandfathered). These establishments would also be required to post and maintain signage that they are smoker-friendly. Other exceptions would allow smoking in outdoor smoking areas and qualified smoking rooms, and during charitable fundraising events involving tobacco products if location for the event is posted as smoker-friendly beginning at least two hours before the event and persons under eighteen are excluded during the event. Various permits and inspections are

provided for so that Environmental Health staff can check for compliance as to such matters as design of smoking rooms, signage and records relating to age of employees.

Financial Considerations: To help defray the cost of inspections provided for under the ordinance, each permit application would require a non-refundable fee of $250. This fee will probably not be enough to fully offset costs of regulation, but can be adjusted by amendment once the City has a few years of experience to establish total annual cost .

Legal Considerations: The Law Department has prepared the amending ordinance, and approved it as to form.

Goal Impact: The amendments are designed to advance the goals of Safe & Secure Communities and Quality of Life by promoting the public health and helping to protect citizens from the adverse affects of involuntary exposure to environmental tobacco smoke.

Recommendations/Actions: Approve the amending ordinance.

Attachments: Ordinance Amending Chapter 7.56 of the Code of the City of Wichita.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS CONCERNING SMOKING IN CERTAIN FOOD SERVICE ESTABLISHMENTS AND CERTAIN PREMISES LICENSED FOR THE SALE OF LIQUOR OR CEREAL MALT BEVERAGES, AMENDING SECTIONS 7.56.010, 7.56.020, 7.56.030, 7.56.040 & 7.56.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, REPEALING THE PRIOR VERSIONS OF SUCH SECTIONS, AND ADDING NEW SECTIONS 7.56.021, 7.56.022 AND 7.56.060 TO CHAPTER 7.56 OF THE CODE OF THE CITY OF WICHITA.

Whereas, numerous studies have determined that environmental tobacco smoke (ETS) is a significant source of exposure to toxic indoor air contaminants, causally associated with respiratory illnesses, including lung cancer, asthma and emphysema; and

Whereas, there is scientific research linking ETS with heart disease, responsible for an estimated 35,000 coronary heart disease deaths annually among adult nonsmokers in the United States as a result of ETS exposure; and

Whereas, ETS carcinogens and poisons pose special risks to children, the elderly, food and beverage service employees, and individuals with cardiovascular disease and/or impaired respiratory function, including asthmatics and those with obstructive airway disease; and

Whereas, ETS exposure has been causally associated with developmental, respiratory, carcinogenic and cardiovascular effects, including fatal outcomes such as sudden infant death syndrome; and

Whereas, it is the public policy of the City of Wichita to promote the health and welfare of its citizens and the traveling public by increasing substantially the opportunity to enjoy public dining and drinking activities without the health hazard posed by ETS and by requiring Food Service Establishments and certain Licensed Premises which allow smoking to post clear warnings at all public entrances; and

Whereas, it is also the public policy of the City of Wichita to protect persons under eighteen years of age from ETS exposure in the course of food and beverage service employment, or in the course of patronizing Food Service Establishments;

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

Section 1. Section 7.56.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.010 DEFINITIONS.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this section:

(A) Food Service Establishment shall mean any place in which food is served on the premises. Such term shall include, but not be limited to, any fixed or mobile restaurant, coffee shop, cafeteria, short-order café, luncheonette, grill, tea room, sandwich shop, soda fountain, tavern, private club, roadside kitchen, commissary and any other private, public or nonprofit organization or institution routinely serving food and any other eating or drinking establishment or operation where food is served or provided for the public with or without charge, provided, however, that where such an establishment

or operation is located within a larger facility (such as a hotel or business building), the Food Service Establishment shall only be deemed to include the enclosed portions of the larger premises in which food is prepared and served to, or picked up by, patrons (but shall not include individual hotel guest rooms where food may be available by room service), and each separate banquet room within a hotel or conference center may be treated as a separate Food Service Establishment for purposes of this chapter.

(B) Licensed Premises shall mean any premises where alcoholic liquor or cereal malt beverages, or both, by the individual drink as defined by K.S.A. Chapter 41, and amendments thereto, is served or provided for consumption or use on the premises with or without charge. Such term shall include drinking establishments, Class A Private Clubs, Class B Private Clubs, and cereal malt beverage retailers, all as defined by K.S.A. Chapter 41, and amendments thereto, and this Code, provided, however, that where the Licensed Premises is located within a larger facility (such as a hotel or business building) the Licensed Premises will be deemed to include only the portion of the facility covered by the license to serve alcoholic liquor or cereal malt beverages, and (in the case of a hotel) will not include individual hotel guest rooms. Further, each separate banquet room within a hotel or conference center where beverages are served under a caterer's or hotel liquor or cereal malt beverage license may be treated as though it were a separate Licensed Premises for purpose of this Chapter.

(C) Smoking means possession of a cigarette, cigar, or pipe partially or wholly consisting of or containing burning vegetation, or possession of any other device containing burning vegetation that is used for the introduction of smoke from the burning vegetation into the human body. For the purposes of this definition, the term vegetation includes, but is not limited to, tobacco, but does not include any controlled substance listed in K.S.A. 65-4105 through K.S.A. 65-4113 inclusive, and amendments thereto.

Section 2. Section 7.56.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.020 PROHIBITION OF SMOKING IN CERTAIN PLACES.

Except as otherwise specifically provided in this Chapter, It is unlawful for any person to engage in smoking, or (with respect to subsection (E)) for the operator of any Food Service Establishment or Licensed Premises to permit smoking, in any of the following places within the city:

(A) Chambers of the City Council;

(B) Elevators, restrooms, hallways, stairways accessible to the general public located within any building owned or maintained by the city or any political subdivision of the city. This shall not include buildings owned by the city that are leased under the Industrial Revenue Bond Act and portions of buildings which are leased to tenants of the Wichita Airport Authority at Wichita Mid-Continent Airport; and except as more specifically set out hereinafter, shall not include Century II or the main terminal building at Wichita Mid-Continent Airport;

(C) Every room, chamber, place of meeting or political assembly under the control of the city, or any political subdivision of the city, during such time as a public meeting is in progress;

(D) Within buses operating under the authority of the Metropolitan Transit Authority; and,

(E) Any Food Service Establishment or Licensed Premises, except as otherwise provided in Section 7.56.021.

Section 3. New Section 7.56.021 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.021 CONDITIONS UNDER WHICH SMOKING AT A FOOD SERVICE ESTABLISHMENT OR LICENSED PREMISES IS PERMITTED. Notwithstanding the general prohibition in Section 7.56.020(E), the operator of a Food Service Establishment or Licensed Premises may elect to permit smoking (and if it so elects, persons eighteen (18) years of age or older, if lawfully on the premises, may lawfully engage in smoking) on its premises or designated portion thereof as follows:

(A) In any, unenclosed, outdoor smoking area, provided such smoking area is located more than ten (10) feet from any building entrance;

(B) In any clearly posted, designated smoking room which is subject to inspection by the City of Wichita's Environmental Services Department during the Department's regular operating hours, and which meets all of the following requirements:

(1) The smoking room is enclosed on all sides by solid, impermeable walls or windows extending from the floor to ceiling with self-closing doors; and

(2) Access to the smoking room is restricted to the employees and vendors of the facility; and

(3) The smoking room maintains a negative air pressure (meaning more air is exhausted from the room than is directly supplied by the heating, ventilation, and air conditioning (HVAC) system); and

(4) The smoking room's smoke-contaminated air is exhausted directly to the outdoors and is not returned to the HVAC system; and

(5) The smoking room and any equipment contained therein are maintained and serviced when the room is not occupied by smokers; and

(6) There is no need for employees or vendors to pass through the smoking room to access restrooms, break areas, or any other portion of the Food Service Establishment or Licensed Premises which they might need to access in the course of their work functions, and the operator of the Food Service Establishment or Licenses Premises does not require employees or vendors to enter the smoking room when it is occupied by smokers; and

(7) Non-smoking employees and vendors of the Food Service Establishment or Licensed Premises have access to a separate, enclosed, non-smoking break room accessible only to the employees and vendors of the Food Service Establishment or Licensed Premises which is of equal or larger size and has amenities comparable to the smoking room; and

(8) The operator of the Food Service Establishment or Licensed Premises has obtained, and annually renews, a permit for the smoking room from the City of Wichita and the City of Wichita's Environmental Services Department has verified compliance with the provisions of this ordinance;

(C) At any Food Service Establishment or Licensed Premises clearly posted at each entrance as a smoker-friendly facility where smoking is permitted, provided:

(1) The operator of the Food Service Establishment or Licensed Premises has the legal ability to continuously exclude, and does continuously exclude, all customers and patrons under eighteen (18) years of age; and

(2) The operator of the Food Service Establishment or Licensed Premises has no employees at the facility who are under eighteen (18) years of age, except for any such employees who were already employed at that facility on the effective date of this ordinance; and

(3) The operator of the Food Service Establishment or Licensed Premises has obtained, and has on file, from each employee working at such Food Service Establishment or Licensed Premises, a signed acknowledgment that such employee has been advised of the causal links between environmental tobacco smoke and health conditions such as cardiovascular disease, lung cancer, asthma and emphysema, and also that no level of environmental tobacco smoke has been identified as safe; and

(4) The Food Service Establishment or Licensed Premises and its records reflecting the age of current employees, as well as the signed employee acknowledgments of the dangers of environmental tobacco smoke, are available for and subject to inspection by the City of Wichita's Environmental Services Department during the regular operating hours of such Department; and

(5) The operator of the Food Service Establishment or Licensed Premises has obtained, and annually renews, a permit from the City of Wichita to operate the Food Service Establishment or Licensed Premises as a smoker-friendly facility;

(D) The entire Food Service Establishment or Licensed Premises has been rented to or reserved by the sponsor of a charitable fundraising event that incorporates tobacco products, provided:

(1) The Food Service Establishment or Licensed Premises is clearly posted at all entrances, at least two hours prior to the fundraising event, with signs warning customers and patrons that smoking is being permitted on the premises during the fundraising event; and

(2) The operator of the Food Service Establishment or Licensed Premises has the legal ability to continuously exclude, and does continuously exclude, all customers and patrons under eighteen (18) years of age, for the duration of the fundraising event; and

(3) The operator of the Food Service Establishment or Licensed Premises has no employees at the place of business during the fundraising event who are under eighteen (18) years of age; and

(4) The operator of the Food Service Establishment or Licensed Premises has obtained, and has on file, from each employee working at such Food Service Establishment or Licensed Premises during the fundraising event, a signed acknowledgment that such employee has been advised of the causal links between environmental tobacco smoke and health conditions such as cardiovascular disease, lung cancer, asthma and emphysema, and also that no level of environmental tobacco smoke has been identified as safe; and

(5) The operator of the Food Service Establishment or Licensed Premises has obtained from the City of Wichita a permit to allow smoking on its premises for the duration of the specific fundraising event.

Section 4. New Section 7.56.022 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.022 PROMOTION OF OCCASIONAL SMOKE-FREE EVENTS AT SMOKER-FRIENDLY FOOD SERVICE ESTABLISHMENTS AND LICENSED PREMISES. An operator of a Food Service Establishment or Licensed Premises that desires to schedule and promote an occasional smoke-free event on premises normally operated as a smoker-friendly Food Service Establishment or Licensed Premises shall ensure that all indoor smoking on the premises is discontinued at least twelve hours prior to the scheduled commencement of the smoke-free event, and, during the smoke-free event, shall replace or cover its smoker-friendly signage with signage advising that smoking is prohibited.

Section 5. Section 7.56.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.030 POSTING OF SIGNS.

(A) The owner, manager or other person having control of buildings or businesses where smoking is prohibited by this Chapter shall have a conspicuously posted sign clearly stating that smoking is prohibited at each entrance and within the building or other areas where smoking is prohibited.

(B) Such "No Smoking" signs shall have bold lettering of not less than one (1) inch in height. The international "No Smoking" symbol may also be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with red bar across it).

(C) The owner, manager or other person having control of Food Service Establishments or Licensed Premises which elect to permit smoking under one or more subsections of Section 7.56.021 shall have a conspicuously posted sign clearly stating the places at and conditions under which smoking is permitted:
(1) At each designated outdoor smoking area established pursuant to Section 7.56.021(A);
(2) Immediately outside or on the outer surface of each door into each smoking room established pursuant to Section 7.56.021(B);
(3) Immediately outside or on the outer surface of each door at each entrance to a Food Service Establishment or Licensed Premises operated as a smoker-friendly facility pursuant to Section 7.56.021(C)(which sign shall also contain the universal symbol for a smoker-friendly facility, consisting of a depiction of a burning cigarette on a green background); and

(4) During and for two hours prior to charitable fundraising events held under 7.56.021(D), immediately outside or on the outer surface of each door at each entrance to the Food Service Establishment or Licensed Premises where the fundraising event is being conducted (which sign shall also contain the universal symbol for a smoker-friendly facility, consisting of a depiction of a burning cigarette on a green background).
Such signs shall also advise persons under eighteen (18) years of age not to seek entry to such posted areas.

Section 6. Section 7.56.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.040 **PERMITS AND FEES.** For each Food Service Establishment or Licensed Premises which an operator elects to operate as a smoker-friendly facility, pursuant to Section 7.56.021(C), or at which the operator elects to maintain a smoking room pursuant to Section 7.56.021(B), the operator shall be required to obtain from the City of Wichita an annual permit, and to undergo an inspection of the permitted Food Service Establishment or Licensed Premises by the City of Wichita's Environmental Services Department. For each charitable fundraising event at which the operator of a Food Service Establishment or Licensed Premises desires to permit smoking pursuant to Section 7.56.021(D), the operator shall be required to obtain from the City of Wichita a permit for the event, and to undergo an inspection of the permitted Food Service Establishment or Licensed Premises by the City of Wichita's Environmental Services Department. A non-refundable fee of $250 shall be required for each permit application hereunder, which fee shall be used exclusively to defray a portion of the costs of enforcement, inspection, and education relating to the hazards of tobacco products. Permits may be denied, and once issued, may be revoked, if inspection of the Food Service Establishment or Licensed Premises permitted or proposed to be permitted reveals that the smoking activities there conducted or proposed to be conducted are not in conformity with the requirements of this Chapter. All permits issued hereunder shall be conspicuously posted by the applicant on the premises of the Food Service Establishment or Licensed Premises.

Section 7. Section 7.56.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.050 **VIOLATIONS AND PENALTIES.**

(A) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this Chapter to fail to comply with all of its provisions.

(B) It shall be unlawful for any person who owns, manages, operates or otherwise controls any premises subject to regulation under this Chapter to allow smoking to occur where prohibited by this Chapter. Any such person allows smoking to occur under this section if he or she:

(1) has knowledge that smoking is occurring, and;

(2) acquiesces to the smoking under the totality of the circumstances.

(C) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this Chapter.

(D) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any Food Service Establishment or Licensed Premises to allow a person under eighteen (18) years of age to enter:

(1) any smoking room maintained under Section 7.56.021(B) while smoking is occurring; or

(2) the premises of the Food Service Establishment or Licensed Premises while such is in use for a charitable fundraising event wherein smoking is permitted pursuant to Section 7.56.021(D); or

(3) any Food Service Establishment or Licensed Premises operated as a smoker-friendly facility pursuant to Section 7.56.021(C), unless such person under eighteen (18) years of age was already employed at that facility on the effective date of this Ordinance.

Each person under eighteen (18) years of age who is allowed entry in violation of this section will give rise to a separate violation, and each instance in which a given individual under eighteen years of age is allowed entry in violation of this section will give rise to a separate violation.

(E) It shall be unlawful for any person under eighteen (18) years of age to enter:

(1) any smoking room maintained under Section 7.56.021(B) while smoking is occurring; or

(2) any Food Service Establishment or Licensed Premises while such is in use for a charitable fundraising event wherein smoking is permitted pursuant to Section 7.56.021(D); or

(3) any Food Service Establishment or Licensed Premises operated as a smoker-friendly facility pursuant to Section 7.56.021(C), unless such person under eighteen (18) years of age was already employed at that facility on the effective date of this Ordinance.

Each instance in which a person under eighteen (18) years of age gains entry in violation of this section will give rise to a separate violation.

(F) Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, punishable by:

1. A fine not exceeding One Hundred Dollars ($100.00) for the first violation.

2. A fine not exceeding Two Hundred Dollars ($200.00) for a second violation within a one (1) year period of the first violation.

3. A fine not exceeding Five Hundred Dollars ($500.00) for a third or subsequent violation within a one (1) year period of the first violation.

4. For the purposes of this subsection, the number of violations within a year shall be measured by the date the smoking violations occur.

Section 8. New Section 7.56.060 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

7.56.060 SEVERABILITY.
If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

Section 9. EFFECTIVE DATE. This ordinance shall be effective as of the _____ day of _____, 200_.

Passed by the governing body this _____ day of _____, 2008.

Signed by the Mayor:

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney and
Director of Law

May 6, 2008
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1237 N. Mathewson	I	8 mos.	No	01/23/08	03/03/08	No	10/10	All windows have been broken.	Tall grass, bulky waste, tree debris and scattered debris.	2007 taxes are delinquent in the amount of $737.20, which includes specials.	2007 special assessment for weed cutting in the amount of $120.03.
708 N. Minneapolis	I	16 yrs. 4 mos.	No	01/23/08	03/03/08	No	10/10	Secure	Bulky waste and debris.	2006 and 2007 taxes are delinquent in the amount of $722.07, which includes specials.	2007 special assessment for board-up in the amount of $205.92 and 2008 special assessment for board-up in the amount of $246.51. There is a pending special in the amount of $185.67.
731 N. Minneapolis	I	7 yrs. 3 mos.	No	01/23/08	03/03/08	No	10/10	Several open windows	Clean	2006 and 2007 taxes are delinquent in the amount of $196.50.	None
1138 N. Ash	I	14 yrs. 2 mos.	No	01/23/08	03/03/08	No	10/10	Secure	Scattered debris and tree limbs.	2005, 2006 and 2007 taxes are delinquent in the amount of $455.23, which includes specials.	2008 special assessment for weed cutting and board-up in the amount of $259.81.
1237 N. Green	I	11 mos.	No	01/23/08	03/03/08	Yes	10/10	Structure is secure. Accessory structure is open.	Bulky waste, tires, boards, tree waste and salvage.	2006 and 2007 taxes are delinquent in the amount of $582.42.	None

May 6, 2008
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1242 N. Volutsia	I	5 yrs. 7 mos.	No	01/23/08	03/03/08	No	10/10	Crawl space to structure is open and garage door is open.	Bulky waste, scattered debris and tree waste.	2006 taxes are delinquent in the amount of $794.42, which includes specials.	2008 special assessment for weed cutting in the amount of $119.30.
2027 N. Minnesota	I	5 yrs. 6 mos.	No	01/23/08	03/03/08	No	10/10	Secure	Bulky waste and tree debris.	Current	None
411 W. University	I	6 yrs. 8 mos.	No	12/20/07	2/4/2008 03/03/08	Yes No	30 Days 10/10	Secure	Tall grass, tall weeds and the pond in the front yard has standing water.	2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of $2472.39, which includes specials. It is in tax foreclosure.	2008 special assessment for lot cleanup and board-up in the amount of $1990.05.
3811 W. Taft	I	3 yrs. 10 mos.	No	01/23/08	03/03/08	Yes	10/10	Rear window is open	Miscellaneous piles of debris and broken glass.	2004, 2005, 2006 and 2007 taxes are delinquent in the amount of $3010.07, which includes specials.	2007 specials assessment for weed cutting, board-up and lot cleanup in the amount of $1039.28. 2008 special assessment for lot cleanup in the amount of $490.23. Pending special in the amount of $155.26.

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1237 N. Mathewson

LEGAL DESCRIPTION: Lot 60, 62 and 64 on Ewing Avenue, now Mathewson Avenue, in Granville Park Addition to the City of Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 25x20 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing wood lap siding; badly worn composition roof, with missing shingles; dilapidated front porch; and the wood trim and framing members are rotted.

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

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: April 14, 2008

BCSA GROUP # 2

ADDRESS: 1237 N. Mathewson

ACTIVE FIELD FILE STARTED: August 8, 2007

NOTICE(S) ISSUED: Since August 8, 2007, a notice of improvements and several violation notices, have been issued. There is an open Environmental case on this property.

PRE-CONDEMNATION LETTER: August 8, 2007

TAX INFORMATION: The 2007 taxes are delinquent in the amount of $737.20, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting in the amount of $120.03.

PREMISE CONDITIONS: Tall grass, bulky waste, tree debris and scattered debris.

VACANT NEGLECTED BUILDING REPORT: None.

NUISANCE ABATEMENT REPORT: Several weed mowing cases as follows: May 24, 2006 in the amount of $111.64, June 26, 2006 in the amount of $111.64 and May 17, 2007 in the amount of $114.99.

POLICE REPORT: From July 8, 1990 through May 27, 2001, there have been three reported police incidents at this location including lost adult female, possession of paraphernalia and miscellaneous report.

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

RECENT DEVELOPMENTS: No repairs have been made. The structure is unsecure, all windows have been broken.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing there was no one present as a representative for this property.

Board Member Banuelos made a motion to send the property before the City Council, recommending condemnation, with ten days to begin the demolition and ten days to complete the removal of the structure. Board Member Hartwell seconded the motion. The motion carried unanimously.

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

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 708 N. Minneapolis

LEGAL DESCRIPTION: The South 23 feet of Lot 16, and all of Lot 18, except the East 8 feet, on Minneapolis Avenue, Oakland Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x54 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation; rotted and missing masonite and asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and rotted wood trim and framing members.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: April 14, 2008

BCSA GROUP # 2

ADDRESS: 708 N. Minneapolis

ACTIVE FIELD FILE STARTED: December 18, 1991

NOTICE(S) ISSUED: Since December 18, 1991, several notice of improvements and violation notices have been issued. From 1993 through 2006, repairs progressed slowly on this property. In September 2007 and April 2008, the Wichita Police Department assisted Central Inspection staff with removing a vagrant from this property. Central Inspection staff has completed four (4) emergency board-up's on this property at a cost of $829.84 and there is a pending emergency board-up for April 2008. There is an open Environmental Case on this property and this property has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: September 4, 2007

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of $722.07, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for board-up in the amount of $205.92 and 2008 special assessment for board-up in the amount of $246.51. There is a pending special in the amount of $185.67.

PREMISE CONDITIONS: Bulky waste and debris.

VACANT NEGLECTED BUILDING REPORT: Open case.

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From May 15, 2006 through March 3, 2008, there have been five reported police incidents at this location including fighting domestic violence, auto license violation, unlawful possession of marijuana and (2) trespass.

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

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

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing there was no representative for this property in attendance.

Board Member Harder made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to initiate the razing of the structure and ten days to finish the demolition. Board Member Coonrod seconded the motion. The motion was approved.

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

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 731 N. Minneapolis

LEGAL DESCRIPTION: Lot 1 and the North 15 feet of Lot 3, Minneapolis Avenue, Oakland Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 54x30 feet in size. Vacant for at least 6 years, this structure has a cracking concrete foundation; rotted and missing masonite and asbestos siding; sagging and badly worn composition roof, with missing shingles; dilapidated front and rear porches; and rotted wood trim and framing members.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: April 14, 2008

BCSA GROUP # 1

ADDRESS: 731 N. Minneapolis

ACTIVE FIELD FILE STARTED: January 16, 2001

NOTICE(S) ISSUED: Since January 16, 2001, several notice of improvements and violation notices have been issued. This property has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: September 19, 2007

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of $196.50.

COST ASSESSMENTS/DATES: None.

PREMISE CONDITIONS: Clean

VACANT NEGLECTED BUILDING REPORT: Open case.

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

RECENT DEVELOPMENTS: Owner of property is painting and working on windows. Structure is unsecure, several open windows.

OWNER'S PAST CDM HISTORY: Central Inspection has another active condemnation case associated with the owner of this property.

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 no one was present to represent this property.

Board Member Harder made a motion to refer the property to the City Council for condemnation action, with ten days to begin wrecking the structure, and ten days to finish its removal. Board Member Hentzen seconded the motion. The motion carried.

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

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1138 N. Ash

LEGAL DESCRIPTION: Lot 18 and 20 on Ash Street in Norris Subdivision of Lot 3, in Tarlton's 2nd Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 22x30 feet in size. Vacant for at least 10 years, this structure has cracking and shifting block basement walls; rotted and missing masonite and wood lap siding; badly worn composition roof, with missing shingles; deteriorating front porch; and rotted and missing wood trim and framing members.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: April 14, 2008

BCSA GROUP # 2

ADDRESS: 1138 N. Ash

ACTIVE FIELD FILE STARTED: February 14, 1994

NOTICE(S) ISSUED: Since February 14, 1994, several notice of improvements and violation notices have been issued. From 1996 through 2000, repairs progressed slowly on this property. Central Inspection staff has completed three emergency board-ups on this property at a cost of $347.30 and this property has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: August 21, 2007

TAX INFORMATION: The 2005, 2006, and 2007 taxes are delinquent in the amount of $455.23, which includes specials.

COST ASSESSMENTS/DATES: There is a 2008 special assessment for weed cutting and board-up in the amount of $259.81.

PREMISE CONDITIONS: Some scattered debris and tree limbs.

VACANT NEGLECTED BUILDING REPORT: Open case.

NUISANCE ABATEMENT REPORT: Weed mowing cases as follows: April 5, 2007 in the amount of $114.99 and July 2, 2007 in the amount of $114.99.

POLICE REPORT: None.

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

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

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing there was no one present to represent this property.

Board Member Coonrod made a motion to refer the property to the City Council, recommending demolition, with ten days to start demolition and ten days to complete the demolition. Board Member Harder seconded the motion. The motion was approved.

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

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1237 N. Green

LEGAL DESCRIPTION: Lot 65 and 67, on Green Street, Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 40X34 feet in size. Vacant for at least 3 years, this structure has cracking block basement walls; rotted and missing stucco siding; deteriorating front porch; rotted wood trim and framing members; and the wood frame accessory structure is dilapidated.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: April 14, 2008

BCSA GROUP # 2

ADDRESS: 1237 N. Green

ACTIVE FIELD FILE STARTED: May 15, 2007

NOTICE(S) ISSUED: Since May 15, 2007, a notice of improvement and violation notice of have been issued. This property was the subject of Neighborhood Court. The Court case was dismissed due to the death of owner.

PRE-CONDEMNATION LETTER: August 1, 2007

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of $582.42.

COST ASSESSMENTS/DATES: None.

PREMISE CONDITIONS: Bulky waste, tires, boards, tree waste and salvage.

VACANT NEGLECTED BUILDING REPORT: Open case.

NUISANCE ABATEMENT REPORT: None.

POLICE REPORT: From December 3, 2002 through October 14, 2004 there have been four reported police incidents for this property including (2) burglary residence, burglary residence force day and larceny b all other.

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

RECENT DEVELOPMENTS: No repairs have been made and the accessory structure is leaning significantly. The structure is secure and the accessory structure is open.

OWNER'S PAST CDM HISTORY: None.

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing this property was represented by Mr. Charles Revels.

Mr. Revels told the Board that he has no interest in keeping the property. Although he inherited the property after the deaths of his parents, Mr. Revels said that he has no desire to take the property to probate, and would prefer to be rid of it.

Board Member Harder made a motion to send the property to the City Council with a recommendation of condemnation, with ten days to start demolition and ten days to

complete demolition. Board Member Coonrod seconded the motion. The motion was carried without opposition.

Ms. Legge explained the process of the "ten and ten" procedure for condemnation. Mr. Revels asked if he would still be responsible for the property. Ms. Legge assured him that there would be no cost to him, and that any cost assessment would be assessed to the property and recovered at an eventual tax sale.

Board Member Hentzen questioned whether there was any means in which to request that Sedgwick County expedite the tax foreclosure on this property. Mr. Schroeder said that it was doubtful that anything could be done to rush the process. Board Member Hartwell asked if the structure was worth saving from condemnation. Ms. Legge expressed the opinion that it was quite probably a salvageable building, although it needed extensive work. She added that Neighborhood Improvement Services had a lien on the property for a home improvement loan. Ms. Legge indicated that she was not certain why NIS had not exercised its rights for foreclosure on the mortgage loan. She said that she would check further into the matter.

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

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1242 N. Volutsia

LEGAL DESCRIPTION: Lots 62 and 64, Volutsia Ave., Fairmount Park Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 20x26 feet in size. Vacant for at least 2 years, this structure has cracking and shifting foundation; rotted and missing asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; and the 20x18 foot accessory structure is deteriorating.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: April 14, 2008

BCSA GROUP # 2

ADDRESS: 1242 N. Volutsia

ACTIVE FIELD FILE STARTED: September 17, 2002

NOTICE(S) ISSUED: Since September 17, 2002, a notice of improvement and numerous violation notices have been issued. In 2002, 2003 and 2005 the Wichita Police Department has had police activity associated with this property. In 2004, some repairs were made to the property. Central Inspection staff has completed an emergency board-up on this property at a cost of $61.12. There is an open Environmental case on this property and this property has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: November 1, 2007

TAX INFORMATION: The 2006 taxes are delinquent in the amount of $794.42, which includes specials.

COST ASSESSMENTS/DATES: There is a 2008 special assessment for weed cutting in the amount of $119.30.

PREMISE CONDITIONS: Bulky waste, scattered debris and tree waste.

VACANT NEGLECTED BUILDING REPORT: Open case.

NUISANCE ABATEMENT REPORT: Lot cleanup case on February 21, 2006 in the amount of $951.79 and weed mowing case on August 28, 2007 in the amount of $114.99.

POLICE REPORT: From December 17, 1996 through March 10, 2005 there have been twenty reported police incidents at this location including: (3) unlawful possession narcotics; (2) miscellaneous officers; (2) miscellaneous report; child abuse; (2) violation road and driving laws speeding; violation road and driving laws other violation; other miscellaneous offenses; (2) city code nuisance violation; aggravated assault clubbing; other traffic violation; (3) other traffic violation impounded auto and unlawful possession marijuana.

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

RECENT DEVELOPMENTS: No repairs have been made. The crawl space to the structure is open and there is an open door on the garage.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing no one was present to represent this property.

Board Member Harder made a motion to send the property to the City Council with a recommendation of condemnation, with ten days to begin wrecking the structure and ten days to complete the demolition. Board Member Banuelos seconded the motion. The motion carried.

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

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2027 N. Minnesota

LEGAL DESCRIPTION: Lot 73 and 75, on Sedgwick, now Minnesota Avenue, Parkview Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28x24 feet in size. Vacant for at least 4 years, this structure has missing asbestos siding; badly worn composition roof; rotted wood trim; and the 16x24 foot accessory structure is deteriorated.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: April 14, 2008

BCSA GROUP # 2

ADDRESS: 2027 N. Minnesota

ACTIVE FIELD FILE STARTED: October 7, 2002

NOTICE(S) ISSUED: Since October 7, 2002, a notice of improvement and numerous violation notices have been issued. Central Inspection staff has completed an emergency board-up on this property at a cost of $109.67 and this property has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: May 11, 2007

TAX INFORMATION: Current.

COST ASSESSMENTS/DATES: None.

PREMISE CONDITIONS: Bulky waste and tree debris.

VACANT NEGLECTED BUILDING REPORT: Open case.

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

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

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing there was no representative for this property in attendance.

Board Member Coonrod made a motion to refer the property to the City Council, recommending condemnation, with ten days to start the wrecking process and ten days to complete razing the structure. Board Member Hentzen seconded the motion. The motion was approved.

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

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 4

ADDRESS: 411 W. University

LEGAL DESCRIPTION: The East 20 feet of Lot 18 and West 20 feet of Lot 19, on University Avenue, Winne's Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28x42 feet in size. Vacant and open, this structure has a cracked and bowed foundation; rotted and missing wood siding; deteriorated wood trim and framing members; and the 12x16 accessory structure is deteriorating.

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

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: April 14, 2008

BCSA GROUP # 1

ADDRESS: 411 W. University

ACTIVE FIELD FILE STARTED: August 15, 2001

NOTICE(S) ISSUED: Since August 15, 2001, numerous notice of improvements and violation notices have been issued. From 2002 through 2006, repairs progressed slowly on this property. Central Inspection staff has completed an emergency board-up on this property at a cost of $234.45 and there is an open Vacant Neglected Building case on this property. The owner of this property is deceased. In February 2008, Hope Dubetsky, contacted Central Inspection requesting a copy of violation notices and also informed staff that the property was in probate.

PRE-CONDEMNATION LETTER: October 22, 2007

TAX INFORMATION: The 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of $2472.39, which includes specials. It is in tax foreclosure.

COST ASSESSMENTS/DATES: There is a 2008 special assessment for lot cleanup and board-up in the amount of $1990.05.

PREMISE CONDITIONS: Tall grass, tall weeds and the pond in the front yard has standing water.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

NUISANCE/NEGLECTED REPORT: On November 6, 2007, lot cleanup case in the amount of $1524.27.

POLICE REPORT: From June 13, 1998 through July 25, 2007 there have been eleven reported police incidents at this location including (2) battery, embezzled auto, attempt to locate persons, auto theft not recovered, auto theft recovered damaged, (2) battery domestic violence, offense against family other, other traffic violation impounded auto and offense against family other.

FORMAL CONDEMNATION ACTION INITIATED: December 20, 2007

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

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the February 4, 2008 BCSA hearing, this property was represented by Hope Dubetsky, heir to the estate of the deceased owner.

Ms. Dubetsky told the Board that the property had been left to her by her late husband, who died in July of 2007. She has contacted the Sedgwick County Appraiser's Office and made arrangements to pay the back taxes for 2003, 2004, 2005, 2006, and 2007. The special assessments, she was told, could be paid on the 2008 taxes. Currently, the property is still in probate and she is unable to make any repairs to the structure until the probate court releases the property to her. Once she obtains the deed, she said she intended to get a loan and make the required repairs and then put the house up for sale.

Board Member Coonrod suggested that Ms. Dubetsky put an assessment together of the financial requirements for bringing the site into code compliance, including the taxes, to be certain that the property is worth the monies she will have to invest in it.

Board Member Coonrod made a motion that the Board allow thirty days to formulate a plan for the repairs and report back to the Board. Board Member Youle seconded the motion. The motion carried.

At the March 3, 2008 BCSA hearing there was no representative present at the hearing.

At the February 2008 hearing, Hope Dubetsky was present as the representative for this property. At that time the Board approved a motion to allow thirty days for Ms. Dubetsky to formulate a plan for the repairs to the structure and report back to the Board.

Although repeated attempts were made to contact Ms. Dubetsky by phone and mail, Central Inspection staff was unable to reach her. There has been no further contact from Ms. Dubetsky.

Board Member Harder made a motion to refer the property to the City Council with a recommendation of demolition, with ten days to begin the removal of the structure and ten days to complete the demolition. Board Member Coonrod seconded the motion. The motion was approved.

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

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 4

ADDRESS: 3811 W. Taft

LEGAL DESCRIPTION: Lot 1, Block 2, in Eureka Gardens Addition, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x27 feet in size. Vacant for at least 10 months, this structure has a cracking concrete foundation; rotted and missing masonite siding; deteriorating front and rear porches; and rotted fascia and wood trim.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: April 14, 2008

BCSA GROUP # 2

ADDRESS: 3811 W. Taft

ACTIVE FIELD FILE STARTED: June 7, 2004

NOTICE(S) ISSUED: Since June 7, 2004, several notice of improvements and violation notices have been issued. Central Inspection has completed two emergency board-up's on this property at a cost of $389.00. The owner of this property passed away November 2004. Owner's son was occupying property on December 16, 2004.

PRE-CONDEMNATION LETTER: October 9, 2007

TAX INFORMATION: The 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of $3010.07, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment in the amount of $1039.28 for weed cutting, board-up, and lot cleanup. 2008 special assessment in the amount of $490.23 for lot cleanup. Pending special in the amount of $155.26.

PREMISE CONDITIONS: Miscellaneous piles of debris and broken glass.

VACANT NEGLECTED BUILDING REPORT: None.

NUISANCE ABATEMENT REPORT: Weed mowing cases as follows: June 16, 2006 in the amount of $111.64 and September 18, 2006 in the amount of $111.64. Lot cleanup cases as follows: April 23, 2007 in the amount of $584.80 and August 21, 2007 in the amount of $423.20.

POLICE REPORT: On April 10, 2001, one reported police incident of larceny b all other.

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

RECENT DEVELOPMENTS: No repairs have been and rear window is open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing no representative was present at the hearing.

Board Member Willenberg made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to start demolition and ten days to complete demolition. Board Member Harder seconded the motion. The motion carried, unopposed.

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

Agenda Item No. 12.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure (District I and IV)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On March 25, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on May 6, 2008.

Analysis: On March 3, 2008 the Board of Code Standards and Appeals (BCSA) held a hearing on the nine (9) properties listed below:

Property Address	Council District
a. 1237 North Mathewson	I
b. 708 North Minneapolis	I
c. 731 North Minneapolis	I
d. 1138 North Ash	I
e. 1237 North Green	I
f. 1242 North Volutsia	I
g. 2027 North Minnesota	I
h. 411 West University	IV
i. 3811 West Taft	IV

Detailed information/analysis concerning this property are included in the attachments.

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

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on March 28, 2008 and April 4, 2008. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of May 6, 2008; (2) the structure has been secured as of May 6, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of May 6, 2008, and will be so maintained during renovation.

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

Attachments: Case Summary, Summary, and Follow-Up History.

Planning Agenda **Item:** A08-03 Attachment No. 1

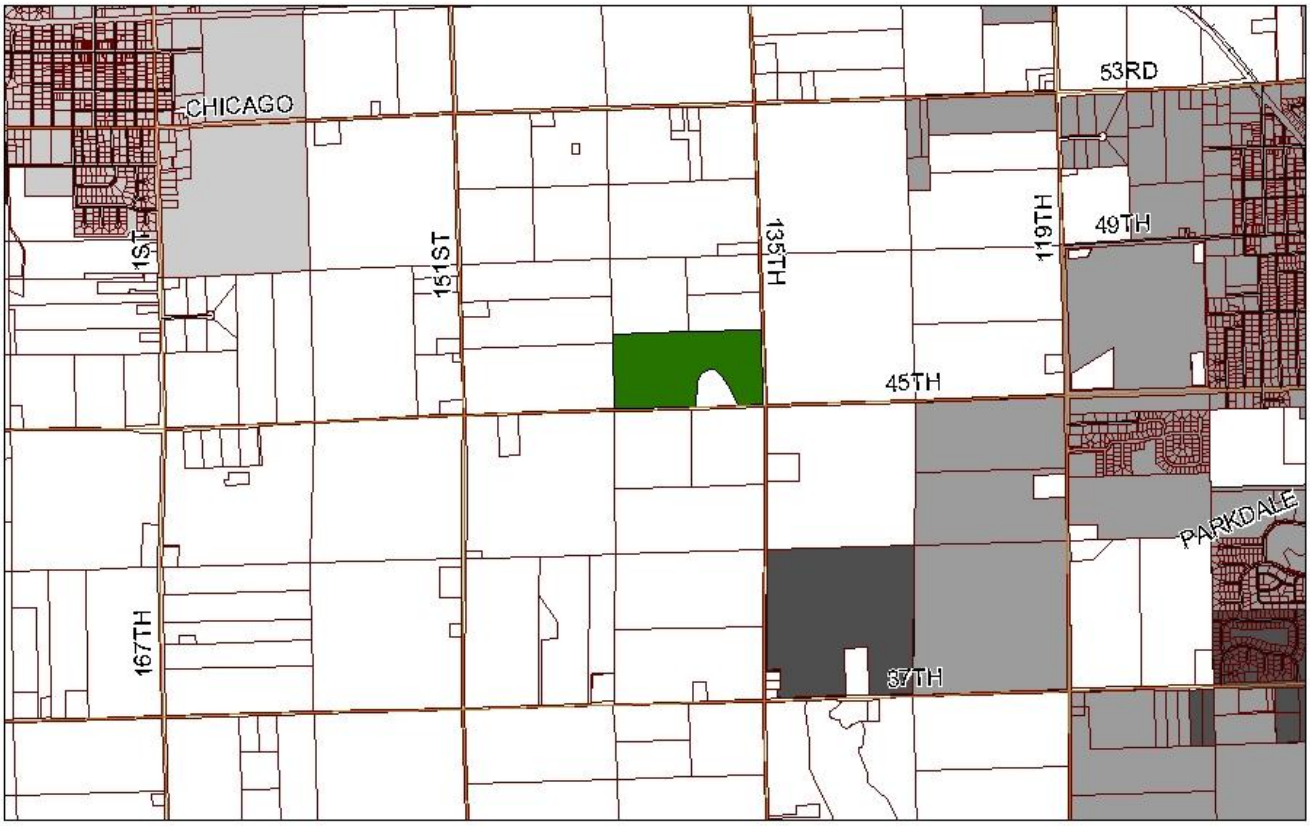
An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Land generally located northwest of 45th Street North and 135th Street West.

Address:		**Reason(s) for Annexation:**	
72.3	Area in Acres		Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units	X	Island
0	Existing industrial/commercial units		Other:

Existing zoning:	"RR" Rural Residential

Island Annexation - A08-03



City Limits

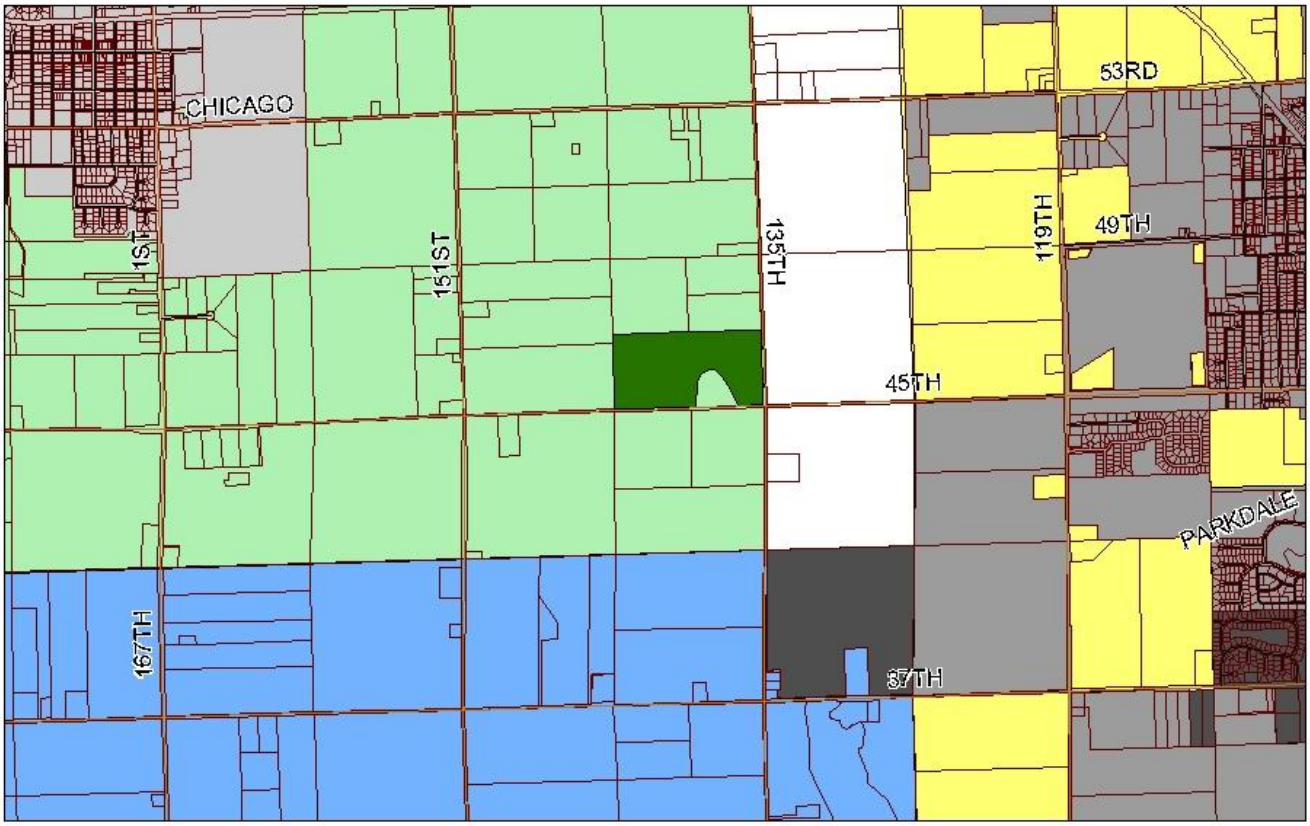
- COLWICH
- MAIZE
- WICHITA
- Proposed Annexation

N

Software: ArcGIS
Map Data Sources:
City if Wichita
Sedgwick County
Prepared: 3/31/08

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 personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

Island Annexation - A08-03
2030 Growth Areas



Wichita 2030 Growth Area
Colwich 2030 Growth Area
Maize 2030 Growth Area
Proposed Annexation

City Limits
COLWICH
MAIZE
WICHITA

N

Software: ArcGIS
Map Data Sources:
City if Wichita
Sedgwick County
Prepared: 3/31/08

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Note: Public property represented on this map is not intended to be inclusive.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WICHITA, KANSAS REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

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

SECTION 1. The governing body of the City of Wichita, Kansas hereby finds that a request for annexation of the following described land has been presented to it by the following property owners.

> The South Half of the Southeast Quarter (S/2 SE/4) of Section 23, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, except a tract in said S/2 of the SE/4 described as commencing at the Southeast corner of said SE/4; thence North 90 degrees West on an assumed bearing 462.45 feet to the point of beginning; thence continuing North 90 degrees West, 744.71 feet; thence North 1 degree 47' 04" East, 453.21 feet; thence North 20 degrees 41' 59" East, 80.59 feet; thence North 36 degrees 55' 51" East, 100.68 feet; thence North 54° 35' 42" East, 134.71 feet; thence South 82 degrees 14' 24" East, 104.09 feet; thence S48 degrees 24' 02" East, 196.13 feet; thence South 32 degrees 02' 25" East, 255.09 feet; thence South 24 degrees 17' 00" East, 357.75 feet to the point of beginning, AND EXCEPT for that part designated as 45th Street North road right-of-way, AND EXCEPT for that part designated as 135th Street West road right-of-way.

Property Address - Land generally located northwest of 45th Street North and 135th Street West.

Property Key Number - UN 001420001

Property Owner - Ernie R. Kumpe, of Kumpe Development, Inc. and Corwyn Oldfield, of American Inc.

The governing body further finds that the above-described properties do not adjoin land within the boundaries of the City of Wichita. The governing body further finds that such annexation, at the request of the property owner, is advisable, desirable, and beneficial and in the interest of the public.

SECTION 2. The City of Wichita, Kansas hereby respectfully requests that the Board of County Commissioners of Sedgwick County, Kansas find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas all as provided in K.S.A. 12-520c.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, THIS __ of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: A08-03R-Request by Ernie R. Kumpe, of Kumpe Development Inc. and Corwyn Oldfield, of American Inc. to annex land generally located northwest of 45th Street North and 135th Street West. (Island Annexation - District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

Recommendation: Initiate the annexation process and adopt the resolution.

Background: The City received a request to annex 72.3 acres of land generally located northwest of 45th Street North and 135th Street West. The subject property does not abut the City of Wichita, and therefore is an island annexation request. The property owner anticipates that the proposed property will be developed with 175 single-family residential units within the next five years and potentially five acres of commercial property within the next ten years.

Analysis:
Land Use and Zoning: The proposed annexation consists of approximately 72.3 acres of property currently zoned "RR" Rural Residential. Property directly to the north, east, south and west is primarily undeveloped, with a few farmsteads, and is zoned "RR" Rural Residential.

Public Services: The closest sewer line is a 14" sewer line located ½ mile south of the proposed annexation site, which runs along 135th Street West and connects to the City of Wichita's Sewage Treatment Plant No. 3. The closest water line is a 16" water main that runs along the south edge of Prairie Pointe Addition, approximately 2 ½ miles southeast of the proposed annexation site. The subject property can be readily served by Wichita Water Utilities. In addition, the Wichita Water Utilities and the property owner have discussed the possibility of utilizing a portion of the proposed annexation site for a water tower.

Street System: 45th Street North, a dirt road, runs along the south edge of the subject property. 135th Street West runs along the east edge of the subject property and is a two-lane paved road. According to the 2008 Transportation Improvement Program, the construction of the Northwest Bypass is scheduled to begin in 2009, which is located ½ mile south of the proposed annexation site; however, this project will most likely be delayed for several years due to the nationwide reduction of available federal funds.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Wichita will provide fire protection from Fire Station No. 16, located at 1632 North Tyler, with a fourteen (14) to fifteen (15) minute response time. Sedgwick County has Fire Station No. 33, located at 5728 North 151st Street West, with a five (5) to six (6) minute response time. Upon annexation, police protection will be provided to the area by the Patrol West Bureau, Beat 19, of the Wichita Police Department, headquartered at 611 N. Elder.

Parks: The closest parks are located within the City of Colwich and the City of Maize. The closest, City of Wichita park is the North Ridge Village Addition, located 3 ½ miles southeast of the subject property, is undeveloped and serves as a habitat for the Eastern Spotted Skunk. The West Meadows Park, a 1.5-acre park, is located approximately 5 miles southeast of the subject property and contains a children's play area, a basketball/multi-use court and a tennis court. The Sunset Park, a 19-acre park, is located 6 ½ miles southeast of the subject property and contains a softball diamond, two tennis courts, a children's play area, a soccer field, a parking area and two drinking fountains.

School District: The annexation property is part of the Unified School District 266 (Maize School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is not consistent with the Wichita-Sedgwick County Comprehensive Plan because the annexation property falls within the City of Colwich 2030 urban growth area and outside the 2030 Wichita Urban Growth Area, as shown in the Plan. But on December 17, 2007, Mr. Terry Smith, of Ruggles and Bohm, presented the proposed development to the Colwich City Council, and after much discussion, the Colwich City Council reached a consensus, but it was not made into a formal motion. So on April 15, 2008, "Councilman Pugh moved that the Council adopt the statement of consensus on the part of the Council from the December, 2007 meeting and not accept the development by Mr. Kumpe as it was too far from the City, the extension of utilities too costly for the City at large to pay for, the property was not in the Renwick School District and would limit the potential for future growth inside the City limits. Councilman Kraus second the motion. There was no discussion. Upon a call vote, the motion carried 3-1 with Councilwoman Guy voting nay." As a result, the Wichita-Sedgwick County Metropolitan Area Planning Department has initiated conversations with Colwich about the potential need to revisit the urban growth area boundary discussion.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is $14,040 with a total assessed value of $4,212. Using the current City levy ($31.828/$1000 x assessed valuation), this roughly yields $132 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that 175 single-family residential units will be developed within the next five years. The total appraised value of this development after completion is estimated at $31,500,000. Assuming the current City levy remains about the same, this would roughly yield a total of $113,768 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: If the City wishes to act upon an annexation request from a property owner for land not adjoining the City, K.S.A. 12-520c requires the adoption of a resolution by the City Council requesting the Sedgwick County Board of County Commissioners to make a finding that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other city located within the county. The City Clerk must file a certified copy of the resolution with the Board of County Commissioners. Within 30 days of such filing, the Board of County Commissioners must make their finding. If the finding is favorable to the City, then the City Council can proceed to give first reading of an ordinance annexing the requested property into the City of Wichita.

Recommendations/Actions: Initiate the annexation process and adopt the resolution.

Baughman

RECEIVED
MAR 3 1 2008
METROPOLITAN PLANNING
ROUTE

March 28, 2008

John Schlegel, Director of Planning
Planning Department
10th Floor - City Hall
455 North Main
Wichita, Kansas 67202

RE: Request for a Platting Extension for approved zoning case ZON2004-00048, located north of Kellogg, east of Maize Rd.

Dear Mr. Schlegel:

As agent for the applicant, our office is requesting a one or two year time extension to complete the platting for the above referenced matter. Our client is still working on obtaining a new buyer for this property. Enclosed is our check in the amount of $110.00 to cover the administrative costs for this platting extension.

If you have any questions about this request, please contact our office at 262-7271.

Sincerely,
Baughman Company, P.A.

Philip J. Meyer

Philip J. Meyer, L.A.

PJM/jmt

cc: Don Coleman
file

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE ARCHITECTURE

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

Agenda Item No. 14.

City of Wichita
City Council Meeting
May 6, 2008

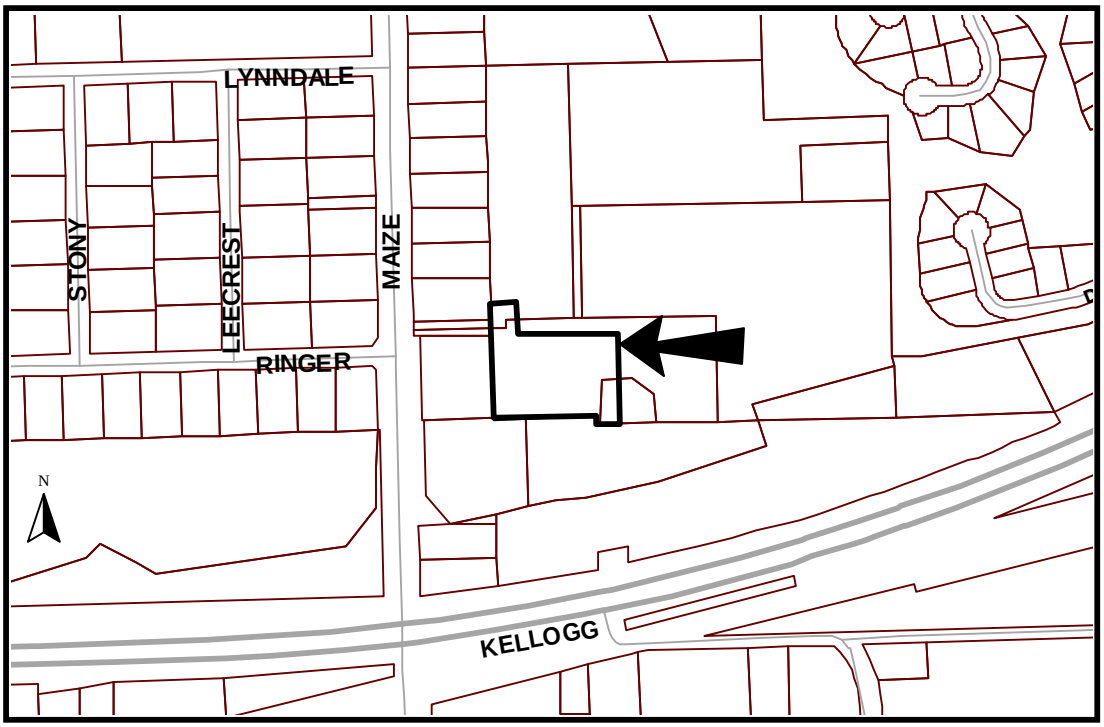
TO: Mayor and City Council Members

SUBJECT: ZON2004-00048 – Extension of time to complete the platting requirement for a zone change from "SF-5" Single-Family to "LC" Limited Commercial. Generally located north of Kellogg and east of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of November 9, 2009.



Background: On November 9, 2004, the City Council approved the zone change from "SF-5" Single-Family to "LC" Limited Commercial. Approval of the request was subject to the condition of platting the property within one year. On December 19, 2006, the City Council approved a two-year platting extension to November 9, 2007.

The applicant indicates in a letter from their agent that platting has been delayed as the owner is marketing for a new buyer. Therefore, the applicant is requesting a two-year platting extension with a new deadline of November 9, 2009.

Analysis: Staff recommends that the requested extension be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Goal Impact: Promote economic vitality.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of November 9, 2009.

Agenda Item No. 15.

City of Wichita
City Council Meeting
May 6, 2008

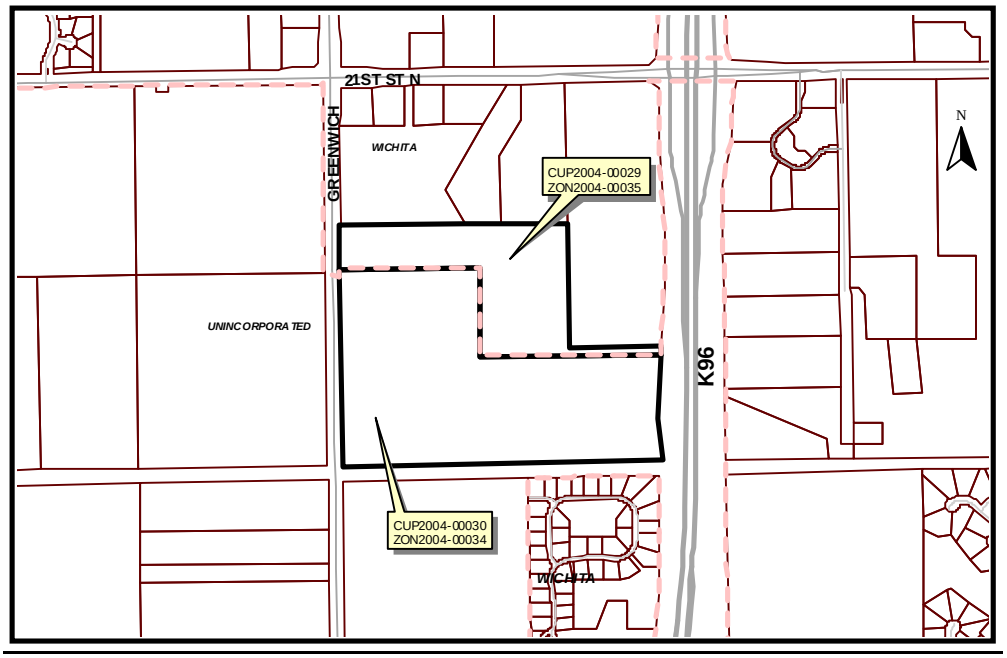
TO: Mayor and City Council Members

SUBJECT: CUP2004-29, CUP2004-30 (DP-277) and ZON2004-34, ZON2004-35 – Extension of time to complete the platting requirement for the Bruce Brown Commercial Community Unit Plan and a zone change from "SF-5" and "SF-20" Single-Family Residential to "LC" Limited Commercial. Generally located east of Greenwich Road and ¼ mile south of 21st Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of March 21, 2009.



Background: On September 21, 2004, the City Council approved the creation of DP-277 Bruce Brown Commercial CUP and a zone change from "SF-5" and "SF-20" Single-Family Residential to "LC" Limited Commercial subject to the condition of platting the property within one year. The applicant received a six-month platting extension from staff, and then a one-year platting extension from the City Council. As the attached letter indicates, the applicant is not ready to develop or begin platting. On June 5, 2007, the City Council approved a one year platting extension to March 21, 2008. The applicant now requests an additional one year platting extension to March 21, 2009, in order to finalize plans for the property. See the attached letter from the agent for the applicant.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of March 21, 2009.

Professional Engineering Consultants, P.A.

RECEIVED
MAR 12 2008
METROPOLITAN PLANNING
OFFICE

March 11, 2008

MAPD
City Hall – 10th Floor
455 N. Main
Wichita, KS 67202

Attention: John Schlegel
Director of Planning

Reference: Platting Extension for Zone Case ZON 2004-34/ZON 2004-35 and CUP 2004-29/CUP 2004-30
(Bruce & Sharon Brown property located at 2000 and 2002 North Greenwich Rd.)
PEC Project No. 36-04354-3432

Dear Mr. Schlegel:

I am requesting an additional one year platting extension for the above referenced project. This property is owned by Bruce and Sharon Brown and is located on the east side of Greenwich Road approximately ½ mile north of 13th Street North. Part of the property is in the city and has the existing farm house on it. The other part is located in the county. The commercial property in this area has not developed as fast as was anticipated and the Brown's would like another one year extension to finalize their plans on the property.

I would appreciate your favorable consideration of the above requested extension.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Rob Hartman

Rob Hartman, Agent

RMH/sb

cc: Bruce Brown, Owner
George Laham, Laham Development

303 SOUTH TOPEKA WICHITA, KANSAS 67202 316-262-2691 FAX 316-262-3003 ■ www.pecl.com
WICHITA TOPEKA TULSA LAWRENCE PITTSBURG

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Request the name of "Berkeley Square Parkway" for an unnamed public street, associated with VAC2007-40. Generally located on the north side of 13th Street North and west of Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve.

Background: VAC2007-40 created approximately 440 feet of unnamed public street right-of-way, by vacating the platted Reserve B in the Greenwich Office Park Addition. At the times of approval for VAC2007-40 by the appointed and elected officials no street name had been approved by the Address Committee for the newly created public street. The applicant is requesting that the public street be named Berkeley Square Parkway.

Analysis: The MAPC voted (7-3) to approve the requested street name of Berkeley Square Parkway. There was opposition to this request at the MAPC and at the Subdivision Committee meeting. That opposition has since withdrawn their protest.

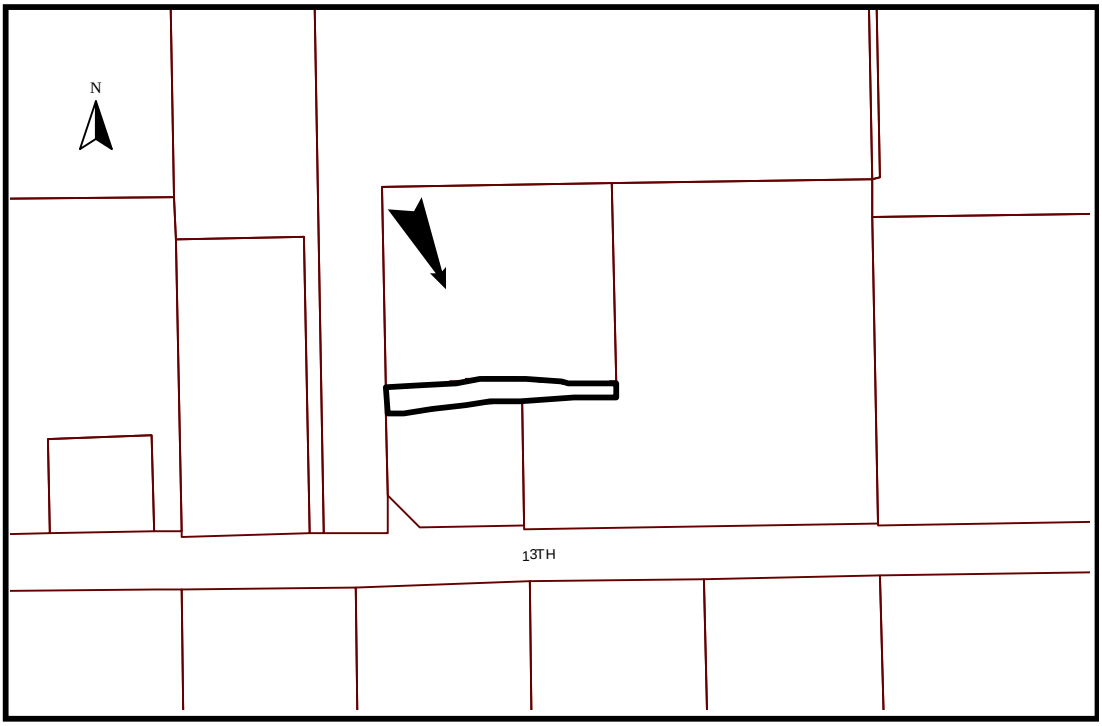
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: The new street name will be reflected in an amended, certified Vacation Order, which will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the new street name and the amended Vacation Order, and authorize the necessary signatures.

Attachments: None.


N
13TH

EXCERPT OF MARCH 13, 2008 MAPC HEARING

Appeal of the Address Guidelines for an unnamed public street (associated with VAC20007-40).

Background: Platted Reserve "B" in the Greenwich Office Park Addition was vacated and then dedicated as public street right-of-way (ROW), with conditions, as recommended by the MAPD, the Subdivision Committee (unanimously, December 27, 2007), the MAPC (12-0, January 10, 2008) and the WCC (unanimously, February 12, 2008); see attached MAPC report for conditions of approval. At the time of approval for VAC2007-40 by the appointed and elected officials a street name had not been approved by the Address Committee for the newly created public street.

On February 14, 2008, the Address Committee met with the applicant (Greenwich 13, LLC) and agent (MKEC) to consider their request for two exceptions to the Address Guidelines:

(a) Name the street Berkley Square Parkway – DENY (2-8)
(b) Address the street right of way as #10, #20, #30, etc, etc – DENY (3-7)

At their February 28, 2008, meeting, the Subdivision Committee considered the applicant's appeal of the Address Committee's recommendation to deny the proposed street name and addressing. The Subdivision Committee agreed with the Address Committee's recommendation to deny, thus today's appeal by the applicants to the MAPC.

The exhibit provided by the applicant shows a street that goes from Veranda Street, east to Greenwich Road, a bit less than a ½-mile. Reserve B, the unnamed public street, is approximately 440-feet long from its intersection with Veranda, east to its cul-de-sac ending at Greenwich. VAC2007-40 created approximately 440-feet of public street ROW.

The Address Committee has provided an attached document, which includes standards in their 'Addressing in a Regional Context' guidebook, the existence of a street already named Berkeley, Subdivision Regulations, Subdivision's lack of authority in address numbering, the Code of the City of Wichita's numbering system and other reasons for their denying the applicant's proposed Berkley Square Parkway name and its proposed addressing.

BILL LONGNECKER, PLANNING STAFF, presented the staff report.

HENTZEN asked if there were any limitations on the length of the street.

LONGNECKER said in the design of streets length it is a consideration for cul-de-sacs, as is the width for all streets.

MICHAEL KOLLMEYER , IT/IS GIS, WICHITA/SEDGWICK COUNTY ADDRESS COMMITTEE, commented that on February 14, 2008, the Committee met with the applicant and agent to discuss the Berkeley Square Parkway name and building numbering issues. He explained that the City's address guidelines (*Addressing Within a Regional Context*), created in March 2004 establish certain street "types" in order to avoid computer entry mistakes and delays in response to 911 calls. He said Postal Address Standards Publication 28, which also addresses street types is incorporated into the City's guidelines. He said since "square" and "parkway" are both considered street types, the Committee felt this could cause mistakes at the 911 dispatch center. He explained that other restrictions also apply such as having streets with the same names, and commented that there is already a Berkley Street located in the south part of town. He said the action of the Address Committee on the two requested exceptions was to deny naming the street "Berkeley Square Parkway," and to deny the proposed numbering system.

GISICK referenced Chapter 6 - "Standard for street type assignment" of *Addressing Within a Regional Context* Address Guidelines and commented that "square" is not listed as an acceptable street name.

KOLLMEYER explained that "square" was listed in Publication 28 published by the US Postal Service, which is referenced and incorporated into the City's guidelines.

Responding to a question from **HENTZEN** concerning violations of the address guidelines, **KOLLMEYER** explained that the Guidelines also include similar sounding street names, vanity names, number of characters in a street name and other items.

Responding to a question from **SHERMAN, KOLLMEYER** stated that if a name is declined, staff usually gets feedback from the client and asks them to come up with a new street name.

Responding to a question from **FOSTER, LONGNECKER** explained that the Subdivision Regulations have no jurisdiction on street numbering.

DENNIS ROONEY, SEDGWICK COUNTY DIVISION OF OPERATIONS AND INFORMATION, DIVISION DIRECTOR 911, said they concur with the Address Committee's recommendation to deny the proposed name. He said the main issue is that there is already an East Berkley located in the south part of town. He explained that in the GIS database every street in the city has a directional added to it. He said there would be an East Berkley Street and an "East Berkeley Square Parkway," which they believe would cause confusion, particularly if the Computer Aided Dispatch" (CAD) System went down. He said numbering was also an issue since standard formatting from East Berkley would be 1200, 1300, 1400, etc., up to Hydraulic. He said off of Greenwich east or west numbering should be 11100 through 11999. He said since the property was located one block west of Greenwich Road, this was also a concern. He said house numbers and building numbers usually help identify major cross streets. He added that there is also some concern because dispatchers sometimes enter "common places" such as shopping malls, apartment complexes and other gathering spots. He said there is a "Barclay Square Apartments," and that could also be confused with "Berkley Square Parkway." He said the names are just too close, and the locations are on different sides of town.

He suggested that the applicant drop either "square" or "parkway" from the name, if approved. He said they feel public safety is more important than a vanity address.

HENTZEN said he had lived on Berkley Street, and had never heard it referred to as East Berkley. He also asked how an emergency would be reported at the location now?

ROONEY clarified that in the GIS database, all streets have a directional attached to them.

HENTZEN asked where this new street was located?

LONGNECKER said it is an unnamed public street that was Reserve B in the Greenwich Office Park Addition. Reserve B was vacated by case VAC2007-40, and dedicated as a public street without a name, thus this meeting. He also noted that the street name had been an unresolved issue prior to vacation of Reserve B, and its reversion to a public street.

FOSTER said he understood the confusion. He asked about the possibility of naming it "Berkeley Parkway," and correcting the street numbering.

ROONEY commented that the possibility of confusion still exists.

GEORGE LAHAM, 150 N. MARKET, APPLICANT, stated that the development was located at 13th and Greenwich Road. He briefly reviewed the new development, which consisted of approximately100- acres designed for residential, office, retail, restaurant and hotel development. He referred to various aerial maps of the area, and a depiction of one of the proposed office buildings consisting of an "English Manor" design, which he explained was the theme for the development. **LAHAM** referenced such a neighborhood in London England as the idea for this development.

LAHAM said he would like to individually address the issues mentioned in the staff report. He commented that the two Berkley streets were not spelled the same. He said "square" was not mentioned as a street type in Chapter 6 the City's Address Guidelines, which he thought was confusing because if the Guidelines were being used in Wichita/Sedgwick County, then the GIS system was not following the Guidelines. He said they were also concerned about safety, and that they are not interested in compromising public safety for a street name. He commented that both the Fire Department and Emergency Medical Services (EMS) representatives on the Address Committee indicated that they had no problem with the name "Berkeley Square Parkway" at the February 14 meeting, and that they had said that they would not have a problem responding to an emergency at that address. He said he had a lot of respect for "first responders," and based on Fire's and EMS's comments he did not believe the Fire Department unit responding to an emergency at the location would have their response time compromised. He said he thought firefighters familiarize themselves with all the streets in their area of responsibility. He said he had multiple objections to the issue of the number of characters in the street name not being more than 12, and mentioned Bradley Fair Parkway (18 characters), Oak Creek Parkway (15 characters), Waterfront Parkway (17 characters) and Town East Drive (13 characters). He said they all have more than 12 characters in the names, but have all been approved as street names. He said this seemed a little inconsistent.

MOTION: To allow the applicant more time (approximately 3 minutes).

DOWNING moved, **VAN FLEET** seconded the motion, and it carried (10-0).

LAHAM commented that if an emergency were to occur at the property now during construction, a call would reference 13th Street and Greenwich Road making it possible to identify the location of the emergency. He said there are other confusing location names such as "Waterfront" and "WaterWalk," and asked why those kinds of situations aren't eliminated.

LAHAM stated that they want to build a quality development that is an asset to the community. He mentioned several other developments Laham Development has completed in the community. He concluded by saying that he was born and raised here and that he loves Wichita, and is passionate about what he does. He said they believe the right name will add to the ambiance of the area. He said themes have caught on because they have been effective.

SHERMAN asked why the name Berkeley; was the street named after someone or was there sentimental value attached to it?

LAHAM responded that it is not an easy job to come up with a name. He briefly explained that they wanted to do something different for this area like the English manor style. He said they were researching English names and discovered that there actually is a prominent park in London named Berkeley Square.

SHERMAN asked how long the development has been marketed as Berkeley Square Parkway.

LAHAM responded since Thanksgiving of 2007.

SHERMAN asked staff if there has ever been an instance where this has been done before, having the same street name?

KOLLMEYER said there are several such streets and gave the examples of Reeds Cove and Reeds Street; Central Avenue and Central Park, among others.

GISICK asked how long has it been since "Oak Creek Parkway" was named? He said to him it was the same issue and mentioned Oak Street and Oak Park. He asked why it was such a big deal now and not then.

KOLLMEYER explained that the Address Guidelines were developed as a way to simplify and restrict street types within the City limits in order to eliminate delays in response times for EMS and Fire.

VAN FLEET said he viewed guidelines as suggestions, not as set in concrete and asked if any flexibility was allowed.

KOLLMEYER said the committee uses the Guidelines as a standard when making recommendations to the Subdivision Committee and the MAPC. He said the Address Guidelines were developed as a way of standardizing street names throughout city. He said similar guidelines are used by addressing agencies throughout the state in order to improve services to communities.

TAPE 1, SIDE 2

DOWNING commented that although the postal system is important, if he gets a letter a few days late that doesn't have too much affect; however, if his house is on fire, that is a different story. He asked Fire Department staff to comment on how they felt about the proposed street name.

BOB THOMPSON, WICHITA FIRE DEPARTMENT, PREVENTION AND PUBLIC EDUCATION, stated that naming the street "Barkeley Square Parkway" is not going to affect the Fire Department. He said once Fire personnel are dispatched, they have a standard map page from the CAD system in their trucks. He said Fire will be switching the system April 1, 2008, and that the map should then be displayed on the PC's in the units. He commented that another item was familiarization and that all Fire crews drive their areas of responsibility and become familiar with them. He said he has done research and in the past seven years, the Fire Department has responded to 371 calls at 13th Street between Webb and Greenwich Roads. He said of those calls 22 were fire related; 64 were false alarms; and 210 were medical calls and other calls equaling 371. He said whatever the MAPC decides; this will not affect the Fire Department's ability to find an address off of "Barkeley Square Parkway."

HILLMAN commented that quite often there is a delay until Fire personnel receive the dispatch.

THOMPSON commented that the Fire Department's average overall response time is four minutes.

HILLMAN said that is after they have received the call. He said the issue was how long did it take dispatch staff to identify where an address is located?

THOMPSON said once in a while they get something that is not a good address. He said it happens, but is not an everyday occurrence.

HILLMAN requested clarification from dispatch on delay times.

ROONEY said he did not have exact statistics on average response times. He said their concern is the time it takes once dispatch receives the call, enters the call, and notifies the appropriate responder. He said another issue is many calls are received from cell phones. He said if the call is received by a "hard line," the system automatically displays the location of the phone. He mentioned the possibility of entering 1100 east Berkley instead of 11000 east Berkeley. He commented that dispatchers are human and that they have to listen to radio traffic and the citizen's phone call at the same time.

GISICK said if 1100 instead of 11000 is entered, there is going to be a problem anyway.

ROONEY responded that the central computer gives the dispatcher a choice say of either Central or Central Park. He said with this address, there is no choice.

HILLMAN asked **ROONEY** if he **c**onsidered the previous identification of three different streets as a variation of Central a mistake.

ROONEY said he was not saying it was a mistake; however, he said if he was present, that probably wouldn't happen again, and that 911 administrative staff would probably oppose any similar proposal.

> **MOTION:** To approve applicant's request for use of the name "Berkeley Square Parkway."
>
> **HENTZEN** moved, **VAN FLEET** seconded the motion,
>
> ***S*UBSTITUTE MOTION:** To support the recommendation of the Subdivision Committee on the street naming.
>
> **HILLMAN** moved, **SHERMAN** seconded the motion, and it failed (3-7).
>
> **THE ORIGINAL MOTION:** To approve the applicant's request for use of the name "Berkeley Square Parkway was then voted on and it carried (7-3).

GISICK asked about the street numbering?

JOE LANG, LAW DEPARTMENT, suggested that the items be taken in two separate motions.

> **MOTION:** That the City numbering system as recommended by the Subdivision Committee be used.
>
> **GISICK** moved, **DOWNING** seconded the motion, and it carried (10-0).

ORDINANCE NO. _____

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. ZON2008-00009

City zone change from "LC" Limited Commercial to "GC" General Commercial subject to Protective Overlay #209 on property described as:

The South 200 feet of the East 180 feet of Lot 4, EXCEPT the North 133 feet thereof, Goulds Gardens Addition, Sedgwick County, Kansas.

AND

The North 73 feet of the East 150 feet of Lot 3, Gould Gardens, Sedgwick County, Kansas, Except the East 30 feet dedicated for Street.

AND

The West 52.50 feet of the North 7.50 feet of the South 74.50 feet of the East 180 feet of Lot 4, Gould Gardens, Sedgwick County, Kansas. Generally located on the west side of Arkansas Avenue 1/2 block south of 29th Street North.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #209:

(1) Uses permitted on the site are limited to those permitted in the LC Limited Commercial zoning district; with the only GC General Commercial “manufacturing, general” use permitted on this site is the manufacturing of ice cream with machinery not exceeding 10 horsepower.
(2) Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height shall be provided along south and west property lines. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
(3) No off-site or portable signs are allowed. Signs, in accordance with the sign code, are permitted along Arkansas Avenue.
(4) On-site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
(5) The site shall be developed in conformance with all applicable regulations.

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 AT WICHITA, KANSAS, _____

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT OF MARCH 27, 2008 MAPC HEARING

Case No.: ZON2008-09 – Dagoberto Hernandez (owner/applicants), Max Christensen (agent) Request City zone change from "LC" Limited Commercial to "GC" General Commercial on property described as:

The South 200 feet of the East 180 feet of Lot 4, EXCEPT the North 133 feet thereof, Goulds Gardens Addition, Sedgwick County, Kansas.
AND
The North 73 feet of the East 150 feet of Lot 3, Gould Gardens, Sedgwick County, Kansas, Except the East 30 feet dedicated for Street.
AND
The West 52.50 feet of the North 7.50 feet of the South 74.50 feet of the East 180 feet of Lot 4, Gould Gardens, Sedgwick County, Kansas. Generally located on the west side of Arkansas Avenue 1/2 block south of 29th Street North.

BACKGROUND: The application area is located on the west side of Arkansas Avenue, ½ block south of 29th Street North, and is currently zoned LC Limited Commercial ("LC"). The site currently is developed with an existing commercial building that contains manufacturing equipment for the making of ice cream, and a restaurant with a seating area. The use of the site as a restaurant and manufacturing of ice cream are legal activities in the LC district, per the Unified Zoning Code ("UZC"). Manufacturing of the ice cream is a legal activity so long as the machine used for the manufacturing does not exceed two-horsepower. However, this particular ice cream manufacturing is done with a machine which is powered by a motor that exceeds two horsepower, approximately 10 horsepower. The two-horsepower threshold is defined in Section II-B.8 (f) of the UZC as "Manufacturing, Limited." Manufacturing of goods with equipment that exceeds two-horsepower is classified by the UZC as "Manufacturing, General," which is first allowed by-right in the GC General Commercial ("GC") district.

The zoning of the surrounding property is predominately LC. Property to the north and west of the subject site is zoned LC, and is currently developed with single-family residences. Property to the south of the subject site is also zoned LC, and is developed with single-family residences and one vacant lot. Property to the east of the subject site is zoned both LC and GC. The development that currently exists on the property east of the subject site consists of warehousing/storage uses, retail, office uses and a single-family residence.

The subject site is in Flood Zone X, which identifies the area being in a flood insurance rate zone that corresponds to areas outside the 100-year floodplain, and by areas protected from the 100-year flood by levees.

CASE HISTORY: The application area is platted as part of the Gould Gardens Addition, recorded May 1, 1914.

ADJACENT ZONING AND LAND USE:

NORTH:	"LC"	Limited Commercial	Residence
SOUTH:	"LC"	Limited Commercial	Residence
EAST:	"LC" & "GC"	Limited & General Commercial	Retail Store & Warehouse
WEST:	"LC"	Limited Commercial	Residence

PUBLIC SERVICES: All public services are available to the site. 29th Street, north of the subject site, is a paved three-lane minor arterial with approximately 14,200 average daily trips. Arkansas Street is a paved two-lane minor arterial with approximately 11,800 average daily trips.

CONFORMANCE TO PLANS/POLICIES: The Land Use Guide of the Comprehensive Plan identifies this area as "Local Commercial." "This category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of recommended uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities. On a limited presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing." In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the **Commercial/Office Objective** to "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses," as well as **Strategy III.B.3** that recommends working with property owners and businesses to reduce the number of access points along arterial streets, thus improving traffic safety and flow. **Strategy III.B.6** recommends that traffic generated by commercial activities be channeled to the closest major thorough-fare with minimum impact upon local residential streets.

Commercial Locational Guideline #1 of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. The proposed development complies with this guideline. **Commercial Locational Guidelines #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use; **#5** commercially-generated traffic should not feed directly onto local residential streets; and **#6** commercial uses that are not located in planned centers or nodes (including large free-standing buildings, auto-related and non-retail uses) should be guided to other appropriate areas such as the CBD fringe; segments of Kellogg; established areas of similar development; and, areas where traffic patterns, surrounding land uses and utilities can support such development.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**, subject to the provisions of Protective Overlay No. 209:

1. Uses permitted on the site are limited to those permitted in the LC Limited Commercial zoning district; with the only GC General Commercial "manufacturing, general" use permitted on this site is the manufacturing of ice cream with machinery not exceeding 10 horsepower.
2. Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height shall be provided along south and west property lines. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
3. No off-site or portable signs are allowed. Signs, in accordance with the sign code, are permitted along Arkansas Avenue.
4. On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
5. The site shall be developed in conformance with all applicable regulations.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The zoning of the surrounding property is predominately zoned LC. Property to the north and west of the subject site is zoned LC and is currently developed with single-family residences. Property to the south of the subject site is also zoned LC and is developed with single-family residences and one vacant, commercially zoned lot. Property to the east of the subject site is zoned both LC and GC. The development that currently exists on the property east of the subject site consists of warehousing/storage uses, retail, office uses and a single-family residence.

2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC Limited Commercial. The LC district permits a wide range of retail and office uses that would be appropriate at this location.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The land located to the east is already zoned GC General Commercial. Approval of this request will not introduce zoning or potential uses into the area that do not already exist. The machine triggering the need for the rezoning is located inside a building, minimizing any potentially detrimental affects.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial of the request would cause the applicant economic loss for a business that has been in operation for several years. Approval of the request will allow this business to grow and compete more successfully in the future without introducing a new zoning district into the area.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Land Use Guide of the Comprehensive Plan identifies this area as "Local Commercial." "This category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities. On a limited presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing." The current zoning request for GC, subject to the recommended protective overlay, for the 0.3-acre subject site is in conformance with the Comprehensive Plan's recommended development. In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the Commercial/Office Objective to "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses," as well as Strategy III.B3 working with property owners and businesses to reduce the number of access points along arterial streets, thus improving traffic safety and flow. Strategy III.B.6 Channel traffic generated by commercial activities to the closest major thorough-fare with minimum impact upon local residential streets.

6. Impact of the proposed development on community facilities: As recommended, the existing use will remain in operation so there will be no change in the type of use or operation. All services

are in place, and any increased demand on community facilities can be handled by current infrastructure.

DERRICK SLOCUM, Planning staff presented the staff report.

R.L. ROBERTSON, 4001 WEST 19TH ST, BUILDING/CONTRACTOR for the ice cream store said the only reason for the General Commercial zoning request was that the motor that runs the ice cream machine is larger than the two horsepower allowed under the City Code for Limited Commercial zoning.

RICHARD SIMON, 2942 SHELTON said he lives directly behind the restaurant. He said he is all for progress and doesn't want to keep kids from eating ice cream, but that he was concerned about how much more noise the new horsepower engine was going to create because he said he likes to enjoy his backyard. He also asked what kind of material will be used for the fence.

SLOCUM briefly reviewed the protective overlay in the staff report related to screening. Responding to a question from **MR. SIMON**, he said future uses will be limited to those permitted in Limited Commercial zoning. He also clarified that the business was currently using the motor that exceeds two horsepower and that it was located inside the building.

HENTZEN said he thought this was a weak excuse to grant General Commercial zoning on a property.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **ANDERSON** seconded the motion, and it carried (13-1).
HENTZEN – No.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members

FROM: Terri Dozal, District VI Neighborhood Assistant

SUBJECT: ZON2008-00009 Zone change from LC Limited Commercial ("LC") to "General Commercial "GC". Generally located on the west side of Arkansas Avenue, ½ block south of 29th Street North, (2925 N. Arkansas Street)

DATE: April 9, 2008

On Monday, April 7, 2008 the District VI Advisory Board (DAB) considered a Zone change from LC Limited Commercial ("LC") to "General Commercial "GC". Generally located on the west side of Arkansas Avenue, ½ block south of 29th Street North, (2925 N. Arkansas Street) The members were provided the MAPD staff report for review prior to the meeting. Dale Miller, Planner presented the case background and reviewed the staff recommendation with members and the public.

***** **Action:** The District VI Advisory Board made a motion to recommend to the City Council **Approval** (**9-0**) of the request based on staff recommendations.

No members of the public were present to discuss the case.

Joe Robertson, agent for the applicant stated the request is due to an upgrade of horsepower for the ice cream machine, all manufacturing would be done indoors and if the facility was ever sold it could only be used to make ice cream.

Board Members questions/concerns included: 1) does the applicant agree will all the requests of the MAPD?

Please review this information when **ZON2008-00009** is considered.
MTD

Agenda Item No. 17.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00009 – City zone change from LC Limited Commercial ("LC") to GC General Commercial ("GC") subject to a Protective Overlay, generally located on the west side of Arkansas Avenue, 1/2 block south of 29th Street North. (District VI)

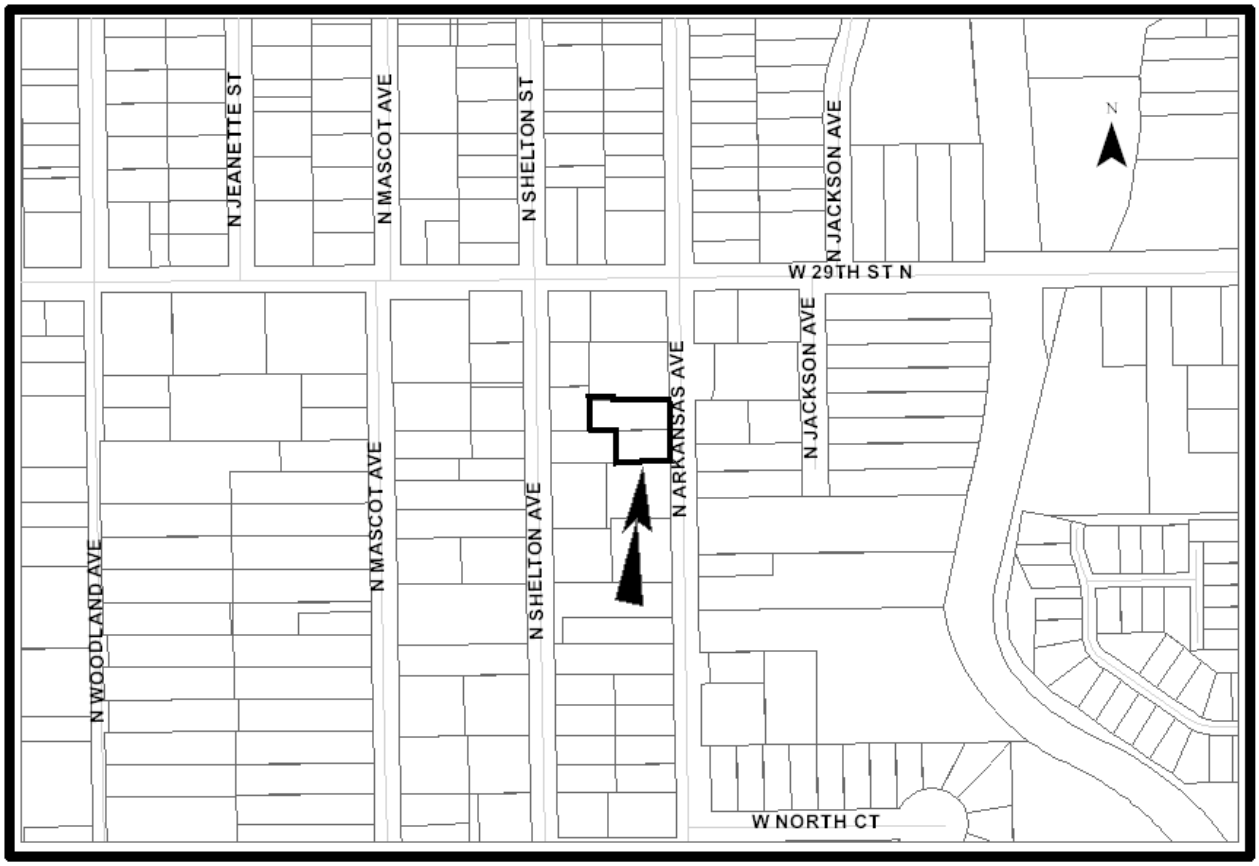
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

DAB VI Recommendation: Approve, subject to Protective Overlay No. 209, vote 9-0.

MAPC Recommendation: Approve, subject to Protective Overlay No. 209, vote 13-1.

MAPD Staff Recommendation: Approve, subject to Protect Overlay No. 209.



Background: The application area is located on the west side of Arkansas Avenue, ½ block south of 29th Street North, and is currently zoned LC Limited Commercial ("LC"). The site currently is developed with an existing commercial building that contains manufacturing equipment for the making of ice cream, and a restaurant with a seating area. The use of the site as a restaurant and manufacturing of ice cream are legal activities in the LC district, per the Unified Zoning Code ("UZC"). Manufacturing of ice cream is a legal activity so long as the machine used for manufacturing does not exceed two-horsepower. However, this particular ice cream manufacturing is done with a machine which is powered by a motor that exceeds two horsepower, approximately 10 horsepower. The two-horsepower threshold is defined in Section II-B.8 (f) of the UZC as "Manufacturing, Limited." Manufacturing of goods with equipment that exceeds two-horsepower is classified by the UZC as "Manufacturing, General," which is first allowed by-right in the GC General Commercial ("GC") district.

The zoning of the surrounding property is predominately LC. Property to the north and west of the subject site is zoned LC and is currently developed with single-family residences. Property to the south of the subject site is also zoned LC and is developed with single-family residences and one vacant lot. Property to the east of the subject site is zoned both LC and GC. The development that currently exists on the property east of the subject site consists of warehousing/storage uses, retail, office uses and a single-family residence.

The subject site is in Flood Zone X, which identifies the area being in a flood insurance rate zone that corresponds to areas outside the 100-year floodplain, and by areas protected from the 100-year flood by levees.

Analysis: This case was heard at the District VI Advisory Board meeting held on April 7, 2008, and DAB VI voted (9-0) to recommend approval of the request for GC zoning with Protective Overlay #209.

At the MAPC meeting held March 27, 2008, the MAPC voted (13-1) to recommend approval of the request for GC zoning subject to the provisions of Protective Overlay No. 209:

1. Uses permitted on the site are limited to those permitted in the LC Limited Commercial zoning district; with the only GC General Commercial "manufacturing, general" use permitted on this site is the manufacturing of ice cream with machinery not exceeding 10 horsepower.
2. Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height shall be provided along south and west property lines. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
3. No off-site or portable signs are allowed. Signs, in accordance with the sign code, are permitted along Arkansas Avenue.
4. On-site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
5. The site shall be developed in conformance with all applicable regulations.

The applicant spoke in favor of the application and there was one citizen who expressed some concerns in regards to possible noise. There have not been any protest petitions filed for this case.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

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

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay No. 209; and withhold publication of ordinance until conditions of the protective overlay are met; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 125, SANITARY SEWER NO. 23 (SOUTH OF 37TH ST. NORTH, WEST OF OLIVER) 468-84507** 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 125, SANITARY SEWER NO. 23 (SOUTH OF 37TH ST. NORTH, WEST OF OLIVER) 468-84507** 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 125, Sanitary Sewer No. 23 (south of 37th St. North, west of Oliver) 468-84507.**

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 **Fifty Thousand Dollars ($50,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2008**, 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:

ACT PROPERTIES LLC 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 **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvements district shall be liable shall be on a fractional basis: That the owner of Lot 1, ACT PROPERTIES LLC ADDITION shall pay 100% of the total cost payable by the improvement district.

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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

RESTRICTIVE COVENANT

THIS DECLARATION made this 7TH day of April 2008, by ACT Properties LLC, c/o Dr. Jon Parks, 1245 North West Street, Wichita, KS, 67203.

WITNESSETH

WHEREAS, Declarant is the owner of the following described property in ACT Properties LLC Addition, Sedgwick County, Kansas:

RESERVE ~A"

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for a Reserve ~A", ACT Properties LLC Addition, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve ~A" is hereby reserved for drainage as confined to the above described legal description.

2. That Reserve ~A" shall be owned and maintained by the owners of Lot 1, Block 1, ACT Properties LLC Addition.

3. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves 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, as may be appropriate, has failed to maintain the common areas in a reasonable and prudent manner.

   And,

   B. That the appropriate governing body has given written notice to the Declarant or the Lot Owners and neither entity has responded in initiating corrective action within 30 days of such notice. If the governing body has taken action to maintain the common areas under this covenant, the Declarant or Homeowner's Association shall pay promptly the costs expanded. If the costs are not paid within 30 days of the rendering of and account, the costs shall be considered as assessment against all of the respective Lots in Prairie Meadow Estates, 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 in a covenant running with the land and is binding on all successors in title to Lot 1, Block A, in said ACT Properties LLC Addition, Sedgwick County, Kansas.

EXECUTED the day and year first written.

ACT Properties LLC

By: _____
Dr. Jon Parks, Member

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 7th day of April, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Dr. Jon Parks, President, ACT Properties LLC, 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.

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

NOTARY PUBLIC OFFICIAL SEAL STATE OF KANSAS
KIMBERLY TALLEY
MY COMMISSION EXPIRES
April 22, 2009

Kimberly Talley
Notary Public

(My Commission Expires: 4/22/2009)

CERTIFICATE

CITY OF WICHITA)
COUNTY OF SEDGWICK) SS
STATE OF KANSAS)

I, Dr. Jon Parks, President, ACT Properties LLC is(are) the owner(s) ACT Properties LLC Addition, do hereby certify that the petition(s) for the following improvement(s) have/has been submitted to the City Council of the City of Wichita, Kansas:

LIST NAME OF PROJECTS

1.Sanitary Sewer Improvements
2.

As a result of the above-mentioned petitions for improvements, lots or portions thereof within ACT Properties LLC Addition may be subject to special assessments thereto for the const of constructing the above described improvements.

Signed this 7th day of April, 2008.

Dr. Jon Parks, President, ACT Properties LLC

CITY OF WICHITA)
COUNTY OF SEDGWICK) SS
STATE OF KANSAS)

Personally appeared before me a notary public in and for the County and State aforesaid came Dr. Jon Parks, President, ACT Properties LLC to me personally known to be the same person who executed the forgoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Sedgwick County, Kansas, this 7th day of April, 2008.

NOTARY PUBLIC OFFICIAL SEAL STATE OF KANSAS
KIMBERLY TALLEY
MY COMMISSION EXPIRES
April 22, 2009

Notary Public

My Commission Expires: 4/22/2009

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

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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 125, SANITARY SEWER NO. 23 (SOUTH OF 37TH ST. NORTH, WEST OF OLIVER) 468-84507** 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 125, Sanitary Sewer No. 23 (south of 37th St. North, west of Oliver) 468-84507.**

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 **Fifty Thousand Dollars ($50,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2008**, 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:

ACT PROPERTIES LLC 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 **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvements district shall be liable shall be on a fractional basis: That the owner of Lot 1, ACT PROPERTIES LLC ADDITION shall pay 100% of the total cost payable by the improvement district.

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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No. 18.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2006-14 -- Plat of ACT Properties LLC Addition located on the southwest corner of Oliver and 37th Street North. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on 4.56 acres, is located within Wichita's city limits and is zoned LC Limited Commercial.

Analysis: A Petition, 100 percent, and a Certificate of Petition have been submitted for sewer improvements. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the proposed reserves.

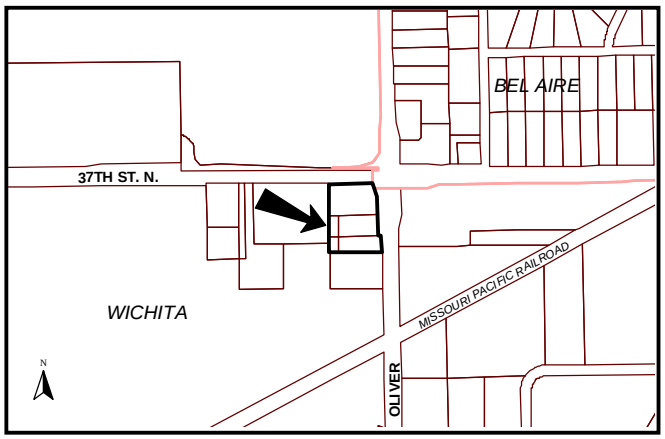
This plat has been reviewed and approved by the planning commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the resolution.



132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 12, SUBMAIN 1, SANITARY SEWER NO. 22 (WEST OF HYDRAULIC, NORTH OF MACARTHUR) 468-84508** 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 12, SUBMAIN 1, SANITARY SEWER NO. 22 (WEST OF HYDRAULIC, NORTH OF MACARTHUR) 468-84508** 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 12, Submain 1, Sanitary Sewer No. 23 (west of Hydraulic, north of MacArthur) 468-84508.**

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 **One Hundred Thirty-Five Thousand Dollars ($135,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2008**, 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:

LIVING WORD OUTREACH ADDITION
Lots 2 and 3, 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.

> That the method of assessment of all costs of the improvement for which the improvements district shall be liable shall be on a fractional basis: That the owner of Lots 2 and 3, Block A LIVING WORD OUTREACH ADDITION shall pay ½ of the total cost payable by the improvement district.

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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

CERTIFICATE

CITY OF WICHITA)
COUNTY OF SEDGWICK) SS
STATE OF KANSAS)

I, Herb Hudson, President, Living Word Outreach Addition Inc. is(are) the owner(s) of Living Word Outreach Addition, do hereby certify that the petition(s) for the following improvement(s) have/has been submitted to the City Council of the City of Wichita, Kansas:

LIST NAME OF PROJECTS

1. Sanitary Sewer Improvements
2.

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Living Word Outreach Addition may be subject to special assessments thereto for the const of constructing the above described improvements.

Signed this 8th day of April, 20 08.

Herb Hudson, Pres., Living Word Outreach, Inc.

CITY OF WICHITA)
COUNTY OF SEDGWICK) SS
STATE OF KANSAS)

Personally appeared before me a notary public in and for the County and State aforesaid came Herb Hudson, President, Living Word Outreach Inc. to me personally known to be the same person who executed the forgoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Sedgwick County, Kansas, this 8th day of April, 2008.

J Jill Marsh
Notary Public

My Commission Expires: 2-15-2010

J. JILL MARSH
Notary Public - State of Kansas
My Appt. Expires 2-15-2010

CROSS LOT DRAINAGE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 8 day of APRIL, 2008, Living Word Outreach Inc. herein referred to as the Grantors:

Legal No. 1: Lots 1 and 2, Block A, Living Word Outreach Addition, Sedgwick County, Kansas
and
Legal No. 2: Lots 2 and 3, Block A, Living Word Outreach Addition, Sedgwick County, Kansas

which said property is continuous to and lying directly adjacent to each other; and

WHEREAS, the GRANTORS have completed a plat of Living Word Outreach Addition on the above-referenced property with the Wichita Metropolitan Planning Department; and

WHEREAS, the GRANTORS desire to provide perpetual cross lot drainage access from one lot or lots to the other lot or lots.

NOW, THEREFORE, in consideration of the premises:

GRANTORS hereby subjects the above-described real property to the following agreement:

1. That subject land may drain over and across each other as necessary in accordance with a final drainage plan filed with the City of Wichita.

2. The agreement hereby established shall run with the land and shall be binding upon and inure to the benefit of the Grantors and all subsequent owners and occupiers of the above-described Lots.

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 and or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

By:

Herb Hudson, President, Living Word Outreach, Inc.

CITY OF WICHITA)
SEDGWICK COUNTY)SS
STATE OF KANSAS)

BE IT REMEMBERED, that on this 8th day of April, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Herb Hudson, President, Living Word Outreach Inc., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the company.

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

Notary Public

(My Commission Expires: 2/15/2010)

J. JILL MARSH
Notary Public - State of Kansas
My Appt. Expires 2-15-2010

132019

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SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Thirty-Five Thousand Dollars ($135,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2008**, 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:

LIVING WORD OUTREACH ADDITION
Lots 2 and 3, 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.

> That the method of assessment of all costs of the improvement for which the improvements district shall be liable shall be on a fractional basis: That the owner of Lots 2 and 3, Block A LIVING WORD OUTREACH ADDITION shall pay ½ of the total cost payable by the improvement district.

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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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No. 19.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2006-109 -- Plat of Living Word Outreach Addition located west of Hydraulic and north of MacArthur Road. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: This site, consisting of three lots on 10.51 acres, is a replat of a portion of the Rainbow 2nd Addition. This site is located within Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: A Petition, 100 percent, and a Certificate of Petition have been submitted for sanitary sewer improvements. As requested by City Engineering, a Cross-lot Drainage Agreement has been submitted.

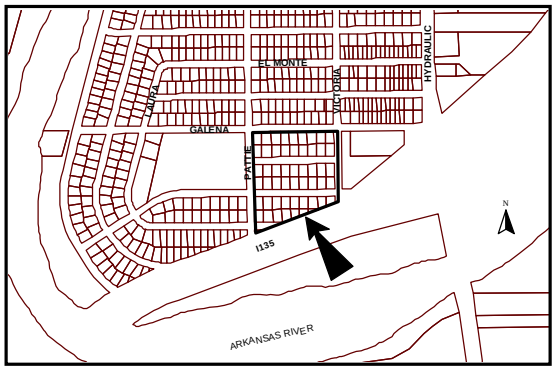
This plat has been reviewed and approved by the planning commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions and Cross-lot Drainage Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the resolution.



OCA150006 BID 37529-009 CID#76383

Published in The Wichita Eagle on _____

ORDINANCE NO. _____

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. ZON 2007-52

Request for a zone change from SF-5" Single-family Residential District to "LI" Limited Industrial District and to PO #198 - Protective Overlay District, on property described as:

Lot 1, Block A, Lange Addition, Wichita, Sedgwick County, Kansas.

Generally located on the east side of West Street and south of MacArthur Road.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #198:

1. All uses permitted by right in the "LI" zoning district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding/ breeding/training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city; tattooing and body piercing facility (city); tavern and drinking establishment; asphalt or concrete plant, limited and general; and grain storage. The City Traffic Engineer may require that additional traffic improvements, acceleration/deceleration lanes, be guaranteed to support the increased traffic volume.

2. Screening shall be per Unified Zoning Code; however, any fences or walls shall be constructed of a consistent pattern and color.

3. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: (1) outdoor storage or work areas shall be permitted in any building setback, but items stored within any building setback may not exceed the maximum height of the screening wall; (2) no required off-street parking space or loading area shall be utilized for storage; and (3) items stored outdoors shall be screened from view from West Street or any residentially zoned property.

4. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property.

5. Minimum setback requirements shall be 35 feet along West Street and a 50-foot setback, with two times the required landscaping from the south property line, where adjacent to "MH" zoning.

6. All signs shall be limited to signs that would be allowed in the “LC” Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street.

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 _____ day of _____, 2008.

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this 17th day of April, 2008, by JBL, Inc., a Kansas Corporation, hereinafter called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

LANGE ADDITION
Lot 1, Block A

and

WHEREAS, Declarant is desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #198) per zone change case ZON2007-00052 has placed restrictions on the use and requirements of the development of the above-described real property. This protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot 1, Block A, Lange Addition.

EXECUTED the day and year first written above.

JBL, Inc.

By: _____
Jeff M. Lange, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 17th day of April, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Jeff M. Lange, as President of JBL, Inc., a Kansas Corporation, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of the 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

(My Appointment Expires: 11-7-09)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, JBL, Inc., a Kansas Corporation, owners of LANGE 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. Pavement Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Lange Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 14th day of April, 2008.

JBL, Inc.

By: _____
Jeff M. Lange, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 14th day of April, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff M. Lange, as President of JBL, 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 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 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

RESTRICTIVE COVENANT
FOR FUTURE CROSS CIRCULATION AGREEMENT

THIS RESTRICTIVE COVENANT made this 14th day of April, 2008, by JBL, Inc., a Kansas Corporation, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property, to-wit:

LANGE ADDITION
Lot 1, Block A

and

WHEREAS, the plat of the aforesaid Lange Addition contains provisions for access control along West St., as recommended by the City of Wichita Engineering Department,

and

WHEREAS, as a platting requirement of the Wichita/Sedgwick County Planning Commission, the Declarant hereby agrees to negotiate, in the future, a cross circulation agreement for the benefit of said Lot 1, Block A, Lange Addition and the property immediately adjacent to the north, as provided for herein.

NOW, THEREFORE, Declarant hereby declares the following:

1. The Declarant acknowledges its willingness to negotiate and enter into a cross circulation agreement creating access rights with the owner of the property immediately adjacent to the north ("Adjacent Property") of Lot 1, Block A, Lange Addition at some future date if and when said adjacent property is developed for non-residential use.

2. The Declarant hereby acknowledges its willingness to negotiate and grant a circulation agreement over the north property line of said Lange Addition, with the exact location to be determined at the time of formalizing the agreement.

Any cross circulation agreement entered into shall contain provisions regarding the allocation of the costs of constructing the initial joint access drive, modifications to such drive or parking lot (if already constructed), and maintenance costs.

This restrictive covenant shall be binding on the Declarant, its successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described real property located in Sedgwick County, Kansas.

JBL, Inc.

By: _____
Jeff M. Lange, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 14th day of April, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Jeff M. Lange, as President of JBL, Inc., a Kansas Corporation, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of the 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 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT **ON THAT PORTION OF THE 42ND ST. SOUTH CUL-DE-SAC AS PLATTING WITHIN LANGE ADDITION (EAST OF WEST STREET, NORTH OF MACARTHUR) 472-84719** 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 THAT PORTION OF THE 42ND ST. SOUTH CUL-DE-SAC AS PLATTING WITHIN LANGE ADDITION (EAST OF WEST STREET, NORTH OF MACARTHUR) 472-84719** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement **on that portion of the 42nd St. South cul-de-sac as platting within Lange Addition (east of West Street, north of MacArthur) 472-84719.**

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 **Thirteen Thousand Dollars ($13,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2008** 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:

LANGE ADDITION
Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **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, LANGE ADDITION shall pay 100% of the total cost of the improvement.

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 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. 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. 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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2007-116 -- Plat of Lange Addition located on the east side of West Street and south of MacArthur Road. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site consists of one lot on 34.14 acres and is located within Wichita's city limits. A zone change (ZON 2007-52) from SF-5 Single-family Residential to LI Limited Industrial has been approved for this site along with Protective Overlay (PO #198). A Notice of Protective Overlay has been submitted addressing signage, screening, outdoor storage, setbacks and permitted uses.

Analysis: Municipal services are available to serve the site. A petition, 100 percent, and a Certificate of Petition have been submitted for paving improvements. A Restrictive Covenant has been submitted permitting cross-lot access for the benefit of the abutting property to the north.

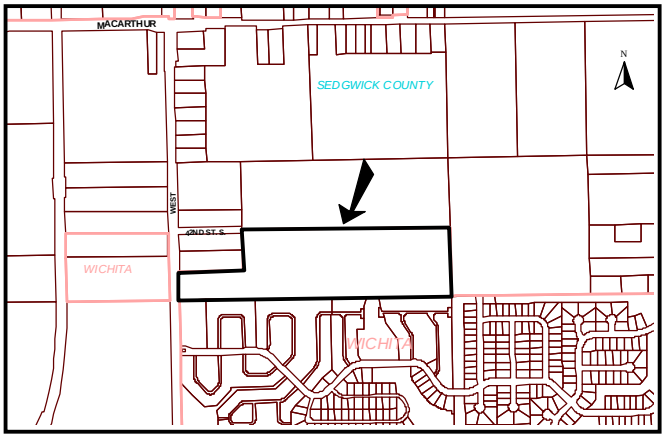
This plat has been reviewed and approved by the Metropolitan Area Planning Commission, subject to conditions. Publication of the ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Protective Overlay, Certificate of Petition and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures, adopt the resolution and approve first reading of the ordinance.


MACARTHUR
SEDGWICK COUNTY
N
WEST
42ND ST S
WICHITA
WICHITA

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 11th day of April, 2008, by Kansas Truck Equipment Co., Inc., f/k/a Kansas Equipment Co., Inc., a Kansas Corporation, GRANTORS hereof, do hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to-wit:

KANSAS TRUCK EQUIPMENT ADDITION

Lot 1, Block A

By virtue of this easement, the grantor, for and on behalf of the Grantor and all successors in interest to any and all of the real property above-described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be constructed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

Kansas Truck Equipment Co., Inc.
f/k/a Kansas Equipment Co., Inc.

By: _____
Maurice R. Linnens, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 11th day of April, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Maurice R. Linnens, as President of Kansas Truck Equipment Co., Inc., f/k/a Kansas Equipment Co., Inc., a Kansas Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the 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 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

RESTRICTIVE COVENANT

THIS DECLARATION made this 11th day of April, 2008, by Kansas Truck Equipment Co., Inc., f/k/a Kansas Equipment Co., Inc., a Kansas Corporation, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

KANSAS TRUCK EQUIPMENT ADDITION

Lot 1, Block A

WHEREAS, the Declarant's property is located near Wichita Mid-Continent Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarant hereby declares that Kansas Truck Equipment Addition, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

> That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

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 date and year first above written.

Kansas Truck Equipment Co., Inc.
f/k/a Kansas Equipment Co., Inc.

By: _____
Maurice R. Linnens, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 11th day of April, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Maurice R. Linnens, as President of Kansas Truck Equipment Co., Inc., f/k/a Kansas Equipment Co., Inc., a Kansas Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the 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 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

Agenda Item No. 21.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2008-02 -- Plat of Kansas Truck Equipment Addition located on the west side of Tyler and north of Harry. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on 2.67 acres, is located within Wichita's city limits and is zoned LI Limited Industrial

Analysis: Municipal services are available to serve the site. This site is located within the noise impact area of Wichita Mid-Continent Airport; therefore, a Restrictive Covenant and an Avigational Easement have been submitted.

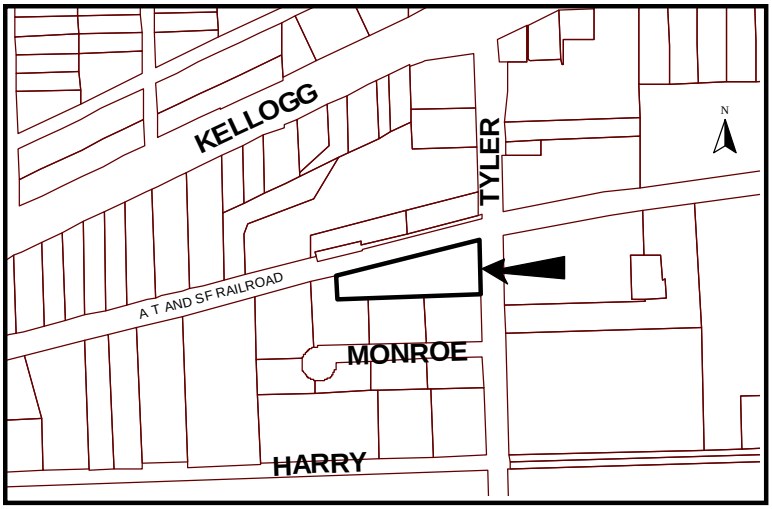
This plat has been reviewed and approved by the Wichita Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Restrictive Covenant and Avigational Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat and authorize the necessary signatures.



City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: VAC2008-00007- Request to vacate the plattor's text to amend the uses allowed in a platted easement. Generally located south of Central Avenue, east of Rock Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicants are requesting that the uses allowed (per the plattor's text and as shown on the plat drawing) in the platted walk and utility easement be vacated and amended. The applicants request the vacation to remove the walk use and thus allow fences and gates over the easement for security reasons. The platted utility and walk easement is located between Lots 10 and 28 (north side) and 11 and 29 (south side), all in Block 2, Brookhollow Third Addition. Currently, there is a sidewalk in the easement, which runs between the applicants' residences, in their interior side yards. There are utilities and sewer lines in the platted easement, thus the easement will be retained for utilities. The Brookhollow Third Addition was recorded with the Register of Deeds on June 29, 1973.

Analysis: The MAPC voted (14-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

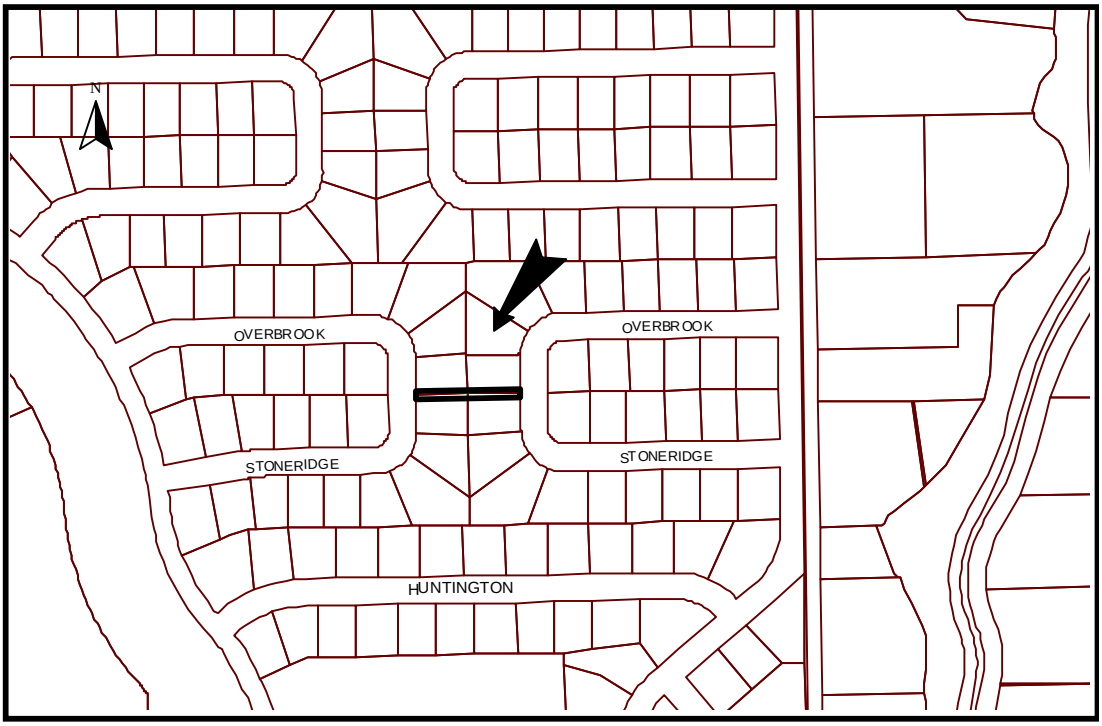
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.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OVERBROOK
OVERBROOK
STONERIDGE
STONERIDGE
HUNTINGTON

Planning Agenda **Item:** A08-04 Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

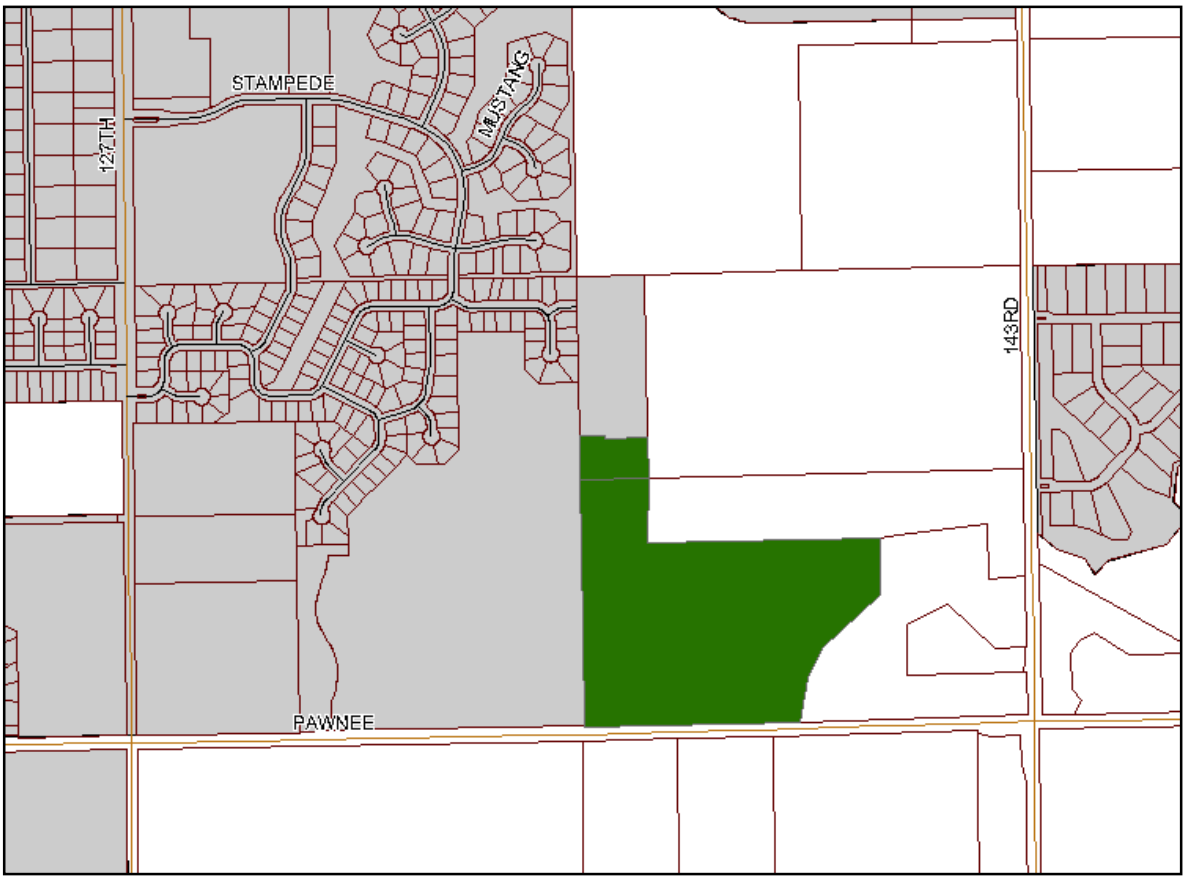
General Location: Land generally located north of Pawnee Road, between 143rd Street East and 127th Street East.

Address: _____

42.96	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:

Reason(s) for Annexation:

Existing zoning:	"SF-20" Single-Family Residential



WICHITA CITY LIMITS

AREA TO BE ANNEXED

N

OCA150005 BID #37529-009 CID #76383

PUBLISHED IN THE WICHITA EAGLE ON_____

ORDINANCE NO._____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A08-04)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

Beginning at the Southwest corner of the SE1/4 of Section 35, T27S, R2E of the 6th P.M., Sedgwick County, Kansas; thence N00°00'45"E along the west line of said SE1/4, 1,741.74 feet; thence S89°59'15"E, 152.00 feet; thence S00°00'45"W, 13.00 feet; thence S89°59'15"E, 248.00 feet; thence S00°00'45"W, 619.29 feet; thence N89°32'19"E, 1,360.96 feet; thence S00°17'54"W, 326.00 feet; thence S48°32'54"W, 462.00 feet; thence S27°57'54"W, 198.00 feet; thence S09°17'54"W, 302.00 feet to the south line of said SE1/4; thence S89°17'54"W along said south line, 1,271.63 feet to the place of beginning, EXCEPT that part designated as 23rd Street South (Pawnee Avenue).

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: A08-04R-Request by Eugene Vitarelli, of Palladio Developers, Inc. to annex land generally located north of Pawnee Road, between 143rd Street East and 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Background: The City received a request to annex 42.96 acres of land generally located north of Pawnee Road, between 143rd Street East and 127th Street East. The annexation area abuts the City of Wichita to the north and west. The property owner anticipates that the proposed property will be developed with 111 single-family residential units, known as the Sierra Hills 2nd Addition, within the next five years. The Wichita-Sedgwick County Metropolitan Area Planning Commission approved the revised preliminary plan and final plat on April 10, 2008.

Analysis:
Land Use and Zoning: The proposed annexation consists of approximately 42.96 acres of property currently zoned “SF-20” Single-Family Residential. Upon annexation, the "SF-20" Single-Family Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north is undeveloped and is zoned "SF-20" and “SF-5” Single-Family Residential. Property to the south and east is undeveloped and is zoned "SF-20" Single-Family Residential. Property to the west is partially developed with the Sierra Hills Addition and is zoned “NR” Neighborhood Retail and “SF-5” Single-Family Residential.

Public Services: The closest sewer line is an 18” sewer main that runs along the eastern edge of the proposed annexation site. The closest water main is a 16” water main, located west of the proposed annexation site, approximately 675 feet west of 127th Street on Pawnee Road.

Street System: Pawnee Road, a two-lane paved road, runs along the south edge of the subject property. County Engineering is requiring an eastbound left-turn lane on Pawnee Road as a requirement of plat approval.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Wichita and Sedgwick County will provide fire protection from Fire Station No. 38-6, located at 1010 North 143rd Street with a nine (9) to ten (10) minute response time. Upon annexation, police protection will be provided to the area by the Patrol East Bureau, Beat 399, of the Wichita Police Department, headquartered at 350 S. Edgemoor.

Parks: The WB Harrison Park, a 40-acre park, is located approximately 3 miles to the northwest of the proposed annexation site and contains 2 tennis courts, a softball diamond, a rugby field, a children's play area with 3 benches, a restroom, a paved 0.75 mile exercise/fitness trail, a fishing pond and two parking areas, one paved and one unpaved. The Towne Park, a 4-acre park, is located approximately 3 miles to the southwest of the proposed annexation site and is undeveloped at this time, with plans to be developed into a nature study area with a pond, woodlands, a paved path and a playground. According to the 1996 Parks and Open Space Master Plan, a potential pathway has been identified that could run along Pawnee Road west, up to the eastern edge of the annexation area and then run southwest toward 127th Street East. The proposed pathway improvements are not currently funded in the Capital Improvement Program.

School District: The annexation property is part of the Unified School District 259 (Wichita School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is $2,280 with a total assessed value of $684. Using the current City levy ($31.828/$1000 x assessed valuation), this roughly yields $21 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that 111 single-family residential units will be developed within the next five years. The total appraised value of this development after completion is estimated at $22,200,000. Assuming the current City levy remains about the same, this would roughly yield a total of $80,180 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq*.

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Version 7/03

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED 4-22-08	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY AGENCY	Federal Identifier AIP 3-20-0089-15

1. TYPE OF SUBMISSION

Application	*Pre-application*
☒ Construction	☐ Construction
☐ Non-Construction	☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: Wichita Airport Authority

Organizational DUNS: 124970641

Address:

Street: 2173 Air Cargo Road

City: Wichita

County: Sedgwick

State: KS Zip Code: 67209

Country: United States

Organizational Unit: Wichita Airport Authority

Department:

Division:

Name and telephone of person to be contacted on matters involving this application (give area code)

Prefix: Mr. First Name: Victor

Middle Name:

Last Name: White

Suffix:

Email: vwhite@wichita.gov

Phone Number (give area code): (316) 946 - 4700

Fax Number (give area code): (316) 946 - 4793

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 4 8 - 6 0 0 0 6 5 3

8. TYPE OF APPLICATION

☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐

Other (specify)

7. TYPE OF APPLICANT (See back of form for Application Types)

Other (Specify)

9. NAME OF FEDERAL AGENCY: Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 2 0 - 1 0 6

TITLE (Name of Program): Airport Improvement Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Colonel James Jabara Airport Runway Markings

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: Wichita, Sedgwick County, Kansas

13. PROPOSED PROJECT

Start Date: 2007 Ending Date: 2008

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant: 4th b. Project: 4th

15. ESTIMATED FUNDING:

a. Federal	$ 196,733.00
b. Applicant	$ 10,354.00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ 207,087.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE : _____

b. NO. ☒ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes, If "Yes", attach an explanation ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix Mr First Name: Victor Middle Name: D.

Last Name: White Suffix:

b. Title: Director of Airports c. Telephone: 316-268-4331

d. Signature of Authorized Representative: e. Date Signed:

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Standard Form 424 (Rev 9-2003)
Prescribed by OMB Circular A-102

PART II

PROJECT APPROVAL INFORMATION
SECTION A

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

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

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

In as far as this is within our power, the Wichita Airport Authority of Wichita, Kansas, will affirmatively work to obtain appropriate zoning by the Wichita Sedgwick County Metropolitan Area Planning commission which has zoning authority to take action to restrict the use of land in the immediate vicinity of Colonel James Jabara Airport. The current zoning ordinance has obstruction zoning prohibiting certain manufacturing facilities, which produce smoke, dust, gaseous fumes, electrical interference or glare impairing the visibility of pilots.

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

NONE

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

NONE

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

YES

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

YES

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

YES

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

NA

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

N/A

PART II - SECTION C (Continued)

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

NA

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

The Wichita Airport Authority of Wichita, Kansas, has the Fee Simple Title to all land comprising Colonel James Jabara Airport, free and clear of all encumbrances and/or restrictions, subject however, to the leases and/or use agreements

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

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

NA

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

NA

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

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. _____

2. Functional or Other Breakout _____

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$ 105.30	$	$ 105.30
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	8,575.00		8,575.00
5. Other Architectural engineering fees			
6. Project inspection fees	19,730.56		19,730.56
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	178,676.00		178,676.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	207,086.86		207,086.86
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	207,086.86		207,086.86
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	207,086.86		207,086.86
20. Federal Share requested of Line 19 (95%)	196,732.52		196,732.52
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)	196,732.52		196,732.52
23. Grantee share	10,354.34		10,354.34
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	$ 207,086.86	$	$ 207,086.86

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Design, construction and related expenses for Taxiway F	$ 394,933.30	$
b. Design, construction and related expenses for Taxiway G*	1,009,170.39	
c. Design of Airfield Electrical system*	29,823.85	
d.		
e. *See notes below.		
f.		
g. SEE ATTACHED **Totals**	$ 1,433,927.54	$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$ 10,354.34
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	10,354.34
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	$ 10,354.34

SECTION E - REMARKS

***Airfield Electrical project will be a separate submittal. Taxiway G has been done in a manner to be eligible for 2010 AIP funding.**

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

DETAIL OF EXPENSES

Work Element	Totals#	Runway Markings	Airfield Electrical*	Ineligible Taxiway F	2010 Eligible Taxiway G*
Professional Engineering Consultants					
Design	109,320.85	8,575.00	29,823.85	24,782.00	46,140.00
CRS	151,773.53	19,730.56		36,425.65	95,617.32
Lafarge North America					
Construction	1,352,099.00	178,422.00		327,442.50	846,234.50
CO#1	26,011.00	254.00		6,088.75	19,668.25
Administrative	1,810.02	105.30		194.40	1,510.31
	1,641,014.40	207,086.86	29,823.85	394,933.30	1,009,170.39

*Airfield Electrical project will be a separate grant submittal.
Taxiway G has been done in a manner to be eligible for 2010 AIP funding.

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Runway & Centerline Markings

AIRPORT : Colonel James Jabara Airport

1. Objective:

Replace runway markings to bring the runway into compliance with AC 150/5340-1J, Section 2, Paragraph 9,d.

2. Benefits Anticipated:

New markings will provide a safer environment for airport users.

3. Approach : *(See approved Scope of Work in Final Application)*

When runway is closed at night for taxiway work, proceed with runway markings. Time allowed 15 days.

4. Geographic Location:

Wichita, Kansas (see attached map).

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: *(include address & telephone number)*

Victor White, A.A.E.
2173 Air Cargo Road
Wichita, KS 67209
316-946-4700

CERTIFICATE OF TITLE
FAA Central Region

To: Manager, Safety and Standards Branch

Subject: Colonel James Jabara Airport

AIP Project No. 3-20-0089-15

This certification is made to satisfy (check **both** if applicable):

Error! Bookmark not defined.☒**Part II Section C.10 of the Grant Application (FAA Form 5100-100) for existing airport property**

☐ **Grant conditions relative to satisfactory title evidence for land being acquired under this project**

The Wichita Airport Authority (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Administration Authorization Act of 1994 (and amendments), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor, as required by obligations of the referenced Grant Agreement with the Federal Aviation Administration.

The Sponsor hereby certifies that it holds the quality of title described below, as of the date of the attorney's title opinion on which this certification is based.

Parcel Number (Per Exhibit A)	**Quality of Interest** (Fee, Easement*, etc.,)
2	Fee Simple
5	Fee Simple
7	Fee Simple

Parcels must be listed. Avoid simply referencing the Exhibit A Property Map. Attach additional sheets as necessary.

*The Sponsor certifies that grantors of easements constitute all of the owners of the land affected by such easements, and they had such quality of title in and to such land as to enable them to convey the interest purported to be conveyed in and by the easements granted. No other interests or rights exist which are incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed.

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated June 11, 1997 by the sponsor's attorney, Gary E. Rebenstorf.

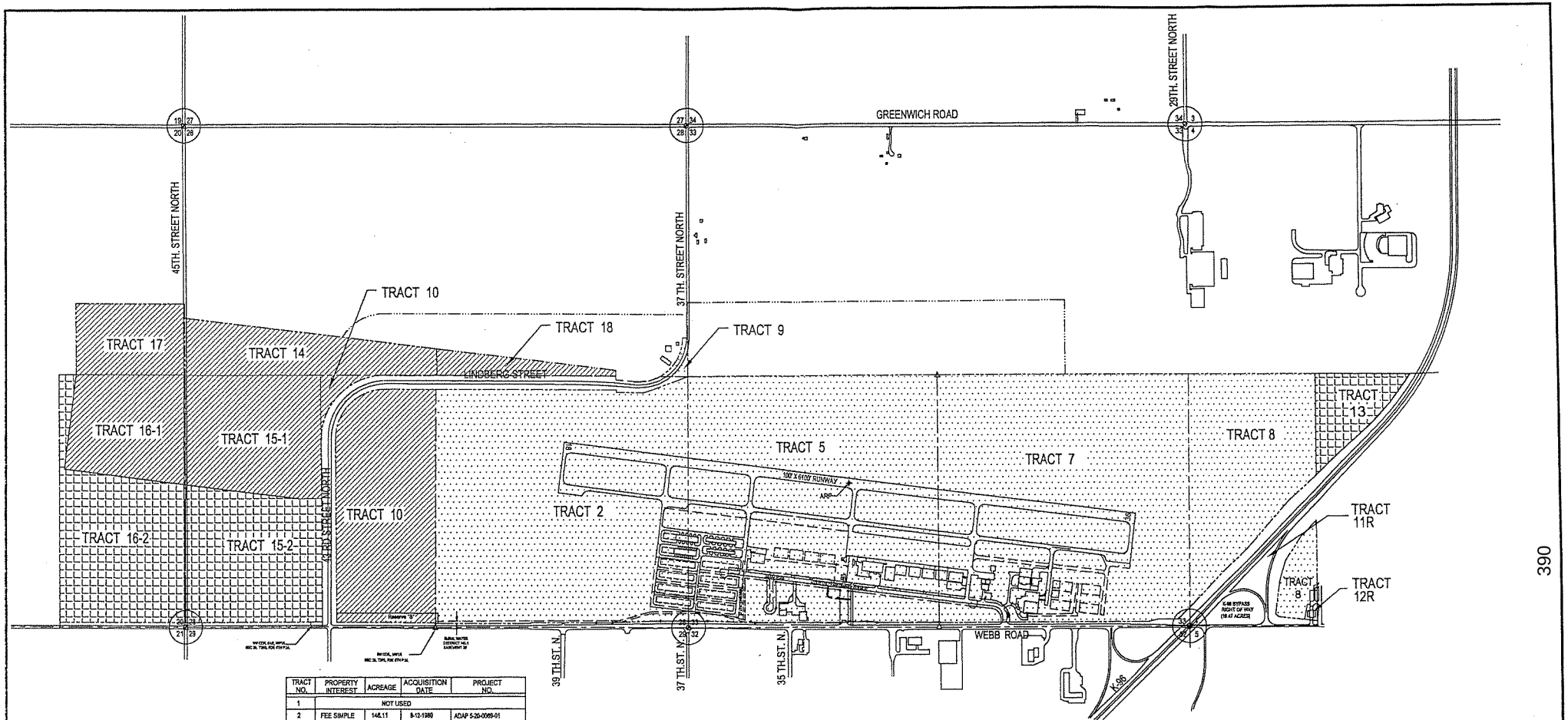
Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated July 27, 2006, AIP project number 3-20-0089-15. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

Wichita Airport Authority
Name of Sponsor

_____ Director of Airports
Signature and Title of Sponsor Official Authorized to Sign Grant Agreement

_____
Date



TRACT NO.	PROPERTY INTEREST	ACREAGE	ACQUISITION DATE	PROJECT NO.
1	NOT USED			
2	FEE SIMPLE	146.11	8-12-1980	ADAP 5-20-0089-01
3	NOT USED			
4	NOT USED			
5	FEE SIMPLE	156.91	8-12 1980	ADAP 5-20-0089-01
6	NOT USED			
7	FEE SIMPLE	155.05	8-12-1980	ADAP 5-20-0089-01
8	FEE SIMPLE	60.21	8-12-1980	ADAP 5-20-0089-01
9	FEE SIMPLE	0.86	8-12-1980	ADAP 5-20-0089-01
10	FEE SIMPLE	73.04	4-1991	AIP 3-20-0089-06 AIP 3-20-0089-09
11R	K-96 R.O.W	19.47		
12R	FIRE STATION	0.81	SOLD TO THE CITY OF WICHITA	
13	FEE SIMPLE	13.40	8-1997	AIRPORT REVENUES
14	FEE SIMPLE	26.568	5-2003	AIP 3-20-0089-13
15-1	FEE SIMPLE	40.610	11-24-03	AIP FUTURE
15-2	FEE SIMPLE	43.490	11-24-03	AIRPORT REVENUES
16-1	FEE SIMPLE	30.538	12-15-03	AIP FUTURE
16-2	FEE SIMPLE	47.500	12-15-03	AIRPORT REVENUES
17	FEE SIMPLE	20.14	12-23-04	AIP FUTURE
18	FEE SIMPLE	7.449	PENDING	AIP FUTURE

LEGEND

PROPERTY LINE

FUTURE PROPERTY LINE

FEDERAL FUNDS - ADAP

FEDERAL FUNDS - AIP

AIRPORT REVENUE

CITY OF WICHITA

Wichita Airport Authority

EXHIBIT "A"

AIRPORT PROPERTY MAP

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/27/06	H.G.O.	1" = 1000'	1 of 1

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

Wichita Airport Authority	Colonel James Jabara	3-20-0089-15
(Sponsor)	*(Airport)*	*(Project Number)*

Description of Work:
Replace all runway markings to bring the runway into compliance with AC 150/5340-1J, Section 2, Paragraph 9,d.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

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

	Yes	No	N/A
1. A statement has been ~~or will be~~ published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been ~~or will be~~ established to inform employees about: **a.** The dangers of drug abuse in the workplace; **b.** The sponsor's policy of maintaining a drug-free workplace; **c.** Any available drug counseling, rehabilitation, and employee assistance programs; and **d.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	☒	☐	☐
3. Each employee to be engaged in the performance of the work has been ~~or will be~~ given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees have been ~~or will be~~ notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: **a.** Abide by the terms of the statement; and **b.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.	☒	☐	☐

	Yes	No	N/A
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☒	☐	☐
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	☒	☐	☐
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☒	☐	☐

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	**Location**	**Location**
Street Address:	2173 Air Cargo Road		
City:	Wichita		
State:	KS		
Zip code:	67209		

Wichita Airport Authority
Name of Sponsor

Signature of Sponsor's Designated Official Representative

Victor White, A.A.E.
Type Name of Sponsor's Designated Official Representative

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

4/8/08
Date of Signature

STANDARD DOT TITLE VI ASSURANCES

Wichita Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 4/8/08

Wichita Airport Authority
(Sponsor)

By _____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REOUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

City of Wichita
City Council Meeting
May 6, 2008

TO: Wichita Airport Authority

SUBJECT: Runway Marking Grant Application
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the grant application.

Background: On July 11, 2006 the Wichita Airport Authority approved the project for airfield pavements and marking of the Jabara runway. At that time it was noted that an FAA grant would pay for the runway marking portion of the project.

Analysis: Funds are now available, and staff has prepared a grant application for the runway markings for submittal to the FAA.

Financial Considerations: A grant application has been prepared in the amount of $207,087 for this purpose. The Airport's matching portion of five-percent will be funded with General Obligation bonds paid for with Airport Revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through the continued acceptance of grant funding.

Legal Considerations: None.

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

Attachments: Twelve distribution copies of the grant application.

Agenda Item No. 25.

City of Wichita
City Council Meeting
May 6, 2008

TO: Wichita Airport Authority

SUBJECT: Airfield Electrical Replacement
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project.

Background: This airfield project is included in the Capital Improvement Program. The WAA approved a project on July 11, 2006 for the construction of airfield pavements, the replacement of runway markings mandated by the FAA, and the replacement of the airfield electrical equipment for a total budget of $1,840,000. The pavements and markings were completed in 2007 for development purposes and to meet regulatory deadlines. The airfield electrical equipment replacement has been scheduled to optimize federal funding.

Analysis: Closing the initial project, transferring the remaining funding and opening the airfield electrical equipment replacement as a separate project provides more orderly tracking for FAA grant purposes.

Financial Considerations: The contract for design services was included in the original project in the amount of $29,823.85. The total project cost is currently estimated to be $1,030,025 of which $222,119, including the design amount, would be transferred from the original project. Ultimate funding is expected to be from AIP Federal Grant funds and General Obligation bonds paid for with Airport Revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through the development of a safe airfield to serve the aviation community.

Legal Considerations: None.

Recommendations/Actions: It is recommended the Wichita Airport Authority approve the capital project.

Attachments: None.

City of Wichita
City Council Meeting
May 6, 2008

TO: Wichita Airport Authority

SUBJECT: Agreement – Garmin International

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: A facility encompassing 5,952 sq.ft. and situated on 18,668 sq.ft. of land at 2140 Airport Road is available for lease. This facility was constructed in 1953 to serve as a weather bureau building, and has housed a number of tenants since its construction, with the most recent being Dallas Airmotive.

Analysis: The building is currently vacant. Garmin International is interested in renovating this facility to accommodate its business, which includes developing, manufacturing and distributing avionics equipment. Garmin is a worldwide leader in avionics with a wide variety of integrated panel-mount, remote-mount and portable systems.

Financial Considerations: Garmin will invest a minimum of $340,000 to renovate the building for its purposes. This investment equates to what the fair market rental value would have been had they paid rent on the facility. Their investment will be amortized over a ten-year period, during which time Garmin will pay the WAA's established land rental. Land rent during the first year will be $5,218.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which allow the Airport to continue its operation on a self-sustaining basis.

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

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

Attachments: Two original signature copies and 12 distribution copies of the Agreement.

A G R E E M E N T

By and Between

THE WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

GARMIN INTERNATIONAL, INC.
A KANSAS CORPORATION

for

Use of Land & Facility – 2140 Airport Road

Wichita Mid-Continent Airport

THIS AGREEMENT ("Agreement"), made and entered into this May 6 2008, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "Lessor", and GARMIN INTERNATIONAL, INC. a Kansas corporation, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of real property commonly known as 2140 Airport Road, Wichita, Kansas, the land and building area of which is depicted on Exhibit A ("Premises"), and

WHEREAS, Lessee desires to lease and occupy the Premises; and

WHEREAS, Lessor is agreeable to leasing to Lessee the Premises.

NOW, THEREFORE, for and in consideration of the leasing of the Premises and of the covenants, agreements, and payments hereinafter set out, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES.** Lessor does hereby lease to Lessee the Premises located at 2140 Airport Road on Wichita Mid-Continent Airport, consisting of 5,952 square feet of improved building situated on 18,668 square feet of land, plus sixteen (16) parking spaces, all referred to herein as the Premises, as outlined on Exhibit "A", attached hereto and made a part hereof.

2. **USE.** The demised Premises shall be used and occupied by Lessee for aviation purposes in conjunction with its business of developing manufacturing and distributing avionics equipment, among other products.

3. **LESSOR'S RIGHTS & PRIVILEGES.** Lessor expressly reserves from the Premises:

   (a) Mineral Rights. All gas, oil and mineral rights in and under the soil;

   (b) Air Space. A public right of flight through the air space thereabove;

   (c) Navigational Aids. The right to install maintain and modify and/or permit others to install, maintain and modify on the Premises navigational aids; and

   (d) Utility Right-of-Way. The right to install, maintain and modify utilities and to grant utility rights of way to others over, under, through, across or on the Premises located within 25 feet of the outside boundary lines; and

   (e) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises. Revenue-producing communication systems or systems not directly applicable to Lessee's operations on the Premises are prohibited except upon the specific approval of the Lessor.

   Provided that exercise by Lessor of any such reserved rights (a) through (d) will be without expense to the Lessee and will not unreasonably or materially interfere with Lessee's use of the Premises and will not delay Lessee in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance. Lessor shall give Lessee notice in writing of the exercise of its rights under (c) and (d).

4. **LESSEE'S RIGHTS & PRIVILEGES.** Lessee shall have the following rights and privileges on the Premises and on the Airport:

(a) The right to install, operate, maintain, repair and store upon the Premises all equipment necessary for the conduct of Lessee's business.

(b) The right of ingress and egress to and from the Premises, which rights shall extend to Lessee's employees, invitees and guests, subject, however, to all reasonable security regulations; and

(c) The right in common with others authorized to do so to use the common areas of the Airport.

5. **TERM.** The term of this Agreement shall commence May 1, 2008 and shall end ten (10) years after the first day of "Beneficial Occupancy" (as hereinafter defined), unless sooner terminated according to terms included in this Agreement. The date of "Beneficial Occupancy" shall be the earlier of the date of the issuance of the permanent Certificate of Occupancy or August 1, 2008. Lessee shall provide Lessor a copy of the permanent Certificate of Occupancy immediately upon receipt from the issuing authority.

6. **RENEWAL OPTION(S).** It is further understood and agreed that Lessee is hereby granted two (2) successive ten (10) year options to renew this Agreement; provided Lessee is not in default hereunder beyond any applicable grace or cure periods in rental payments to Lessor at the time such notice is given. Notice of Lessee's intent to exercise each option shall be given by Lessee in writing to Lessor no later than 180 days prior to the end of the original ten (10) year term or any option period. Subject to the provisions of this section, in the event that Lessee fails to give required notice to Lessor, this Agreement shall automatically terminate at the end of the previous term of this Agreement

   In the event Lessee exercises the option for the aforesaid additional term, subject to the provisions for the adjustment in rent, all terms, covenants, conditions and provisions set forth in this Agreement shall be in full force and effect and binding upon Lessor and Lessee during such additional term. Rentals during option periods shall be at fair market rental value as determined by Lessor.

7. **CONSIDERATION.** Lessee agrees to invest a minimum of $340,000 in facility improvements (the "Improvements") for the facility located at 2140 Airport Road. In

consideration of Lessee's investment, during the original term of the Agreement, Lessee shall not be required to pay rent to Lessor for use of the Premises and any and all improvements located presently on the Premises or Improvements to be constructed by Lessee (the "Facility Rental"). However, during the original term of the Agreement, Lessee shall make payment to Lessor for the rental value of the land included in the Premises (the "Land Rental"), as set forth in Section 8 of this Agreement. Upon completion, Lessee agrees to furnish Lessor with a statement of the total cost of the Improvements to verify that the minimum investment has been made.

8. **LAND RENTAL.** Land rental shall be due for 17,536 sq.ft. included within the Premises, and shall run from the date of Beneficial Occupancy (as herein defined) or August 1, 2008, whichever shall occur first (the "Rent Commencement Date"), in accordance with the schedule below:

Term	Rate/Sq. Ft.	Annual	Monthly
05/01/08 – 12/31/08	$.2927	$3,421.845*	$427.73
01/01/09 – 12/31/09	$.3073	$5,388.81	$449.07
01/01/10 – 12/31/10	$.3227	$5,658.87	$471.57
01/01/11 – 12/31/11	$.3388	$5,941.20	$495.10
01/01/12 – 12/31/12	$.3557	$6,237.56	$519.80
01/01/13 – 12/31/13	$.3735	$6,549.70	$545.81
01/01/14 – 12/31/14	$.3922	$6,877.62	$573.13
01/01/15 – 12/31/15	$.4118	$7,221.32	$601.78
01/01/16 – 12/31/16	$.4324	$7,582.57	$631.88
01/01/17 – 12/31/17	$.4540	$7,961.34	$663.45
01/01/18 – 07/31/18	$.4767	$4,876.34*	$696.62

*Partial Year

Lessee shall pay to Lessor in advance on the first day of each month, without demand or invoicing, Land Rentals for the Premises as set forth herein. In the event Lessee fails to make payment within ten (10) days of the dates due as set forth in this Article, then Lessor, after providing Lessee written notice and a five (5) business day cure period from the receipt of the notice, may charge Lessee, if the Agreement payment still remains unpaid, a monthly service charge of 12% annual interest on any such overdue amount from the date the payment was originally due until paid, plus reasonable attorneys' and administrative fees incurred by Lessor in attempting to obtain payment.

All rental payments shall be made to The Wichita Airport Authority, 2173 Air Cargo Road, P. O. Box 9130, Wichita, Kansas 67277-0130.

9. **RENEWAL OPTION – RENTAL RATE.** Upon receipt of Lessee's notice to renew, Lessor and Lessee shall mutually select a qualified real estate broker to review and propose a market rate rent for the ten (10) year renewal term. Such market rate rental rate shall be inclusive of both Facility Rental and Land Rental and shall be for a term of ten (10) years. Upon receipt of such proposed rental rate, Lessor and Lessee shall endeavor to negotiate in good faith to reach agreement on the rental rate for the renewal term. If no written agreement regarding the rental rate for the Premises has been executed between Lessor and Lessee on or before ninety (90) days prior to the expiration of the term, upon written notice to Lessor, to be received by Lessor within eighty (80) days prior to the expiration of the term, Lessee shall have the right to either extend the term at the market rental rate as determined by the qualified real estate broker or revoke the notice of renewal. If Lessee fails to deliver notice exercising either option to Lessor at least eighty (80) days prior to the expiration of the term, Lessee's notice of renewal shall automatically be revoked and the Agreement will terminate upon the expiration of the term.

10. **RENEWAL OPTION – LAND RENTAL.** It is understood and agreed that basic Land Rental during the additional term(s), if exercised, for the 17,536 sq. ft., shall be at the following rates:

1st Ten-Year Term

Term	Rate/Sq. Ft.	Annual	Monthly
05/01/18 – 12/31/18	$.4767	$5,572.96*	$696.62
01/01/19 – 12/31/19	$.5005	$8,776.77	$731.40
01/01/20 – 12/31/20	$.5255	$9,215.17	$767.93
01/01/21 – 12/31/21	$.5518	$9,676.36	$806.36
01/01/22 – 12/31/22	$.5794	$10,160.36	$846.70
01/01/23 – 12/31/23	$.6084	$10,668.90	$889.08
01/01/24 – 12/31/24	$.6388	$11,202.00	$933.50
01/01/25 – 12/31/25	$.6707	$11,761.40	$980.12
01/01/26 – 12/31/26	$.7042	$12,348.85	$1,029.07
01/01/27 – 12/31/27	$.7394	$12,966.12	$1,080.51
01/01/28 – 07/31/28	$.7764	$7,942.05*	$1,134.58

2nd Ten-Year Term

Term	Rate/Sq. Ft.	Annual	Monthly
05/01/28 – 12/31/28	$.7764	$9,076.64*	$1,134.58
01/01/29 – 12/31/29	$.8152	$14,295.35	$1,191.28
01/01/30 – 12/31/30	$.8560	$15,010.82	$1,250.90
01/01/31 – 12/31/31	$.8988	$15,761.36	$1,313.45
01/01/32 – 12/31/32	$.9437	$16,548.72	$1,379.06
01/01/33 – 12/31/33	$.9909	$17,376.42	$1,448.04
01/01/34 – 12/31/34	$1.0404	$18,244.45	$1,520.37
01/01/35 – 12/31/35	$1.0924	$19,156.33	$1,596.36
01/01/36 – 12/31/36	$1.1470	$20,113.79	$1,676.15
01/01/37 – 12/31/37	$1.2044	$21,120.36	$1,760.03
01/01/38 – 07/31/38	$1.2646	$12,936.00*	$1,848.00

11. **UTILITIES.** Lessee agrees to contract in the name of Lessee only, and to pay, as and when due and payable, all bills for utility services. Lessor shall not be liable to Lessee for damages arising out of any cessation or interruption of gas, water, electricity, telephone, or other utility service during the lease term or any extension thereon, unless said damages were caused by Lessor and/or its employees, agents or contractor's negligence, acts of commission, or acts of omission. In the event Lessor fails for any reason within Lessor's reasonable control to provide to Lessee any utility required to be provided by Lessor, and such condition continues for three (3) successive business days after notice to Lessor, and such condition renders the Premises partly or wholly untenantable, then the Rent and other charges payable hereunder shall be applicably abated or reduced, as the case may be, during the period such condition renders the Premises partially or totally untenantable after such third (3rd) business day.

12. **MAINTENANCE AND REPAIR.** Lessee, at its sole expense, shall at all times keep and maintain said Premises and the fixtures and appurtenances thereto in a clean and sightly condition, free of trash, debris and obstructions, remove all snow and ice from the Premises pavements and parking areas, and mow and trim all natural growth when necessary.

    Lessee shall maintain and keep in repair at its own expense the interior and exterior of said Premises, keeping the same in proper condition, including but not limited to replacement of all broken glass, painting, ballast and light bulb replacement, plumbing and electrical repairs,

and any other minor repairs required to keep the Premises in proper condition. In addition, Lessee, at Lessee's sole cost, shall be responsible for maintenance, repair and replacement of (i) all alterations, (ii) all heating, plumbing, electrical, air-conditioning, mechanical and other systems, fixtures and equipment with respect to the Premises and all other improvements located in, on or about the Premises, (iii) payment for utilities, (iv) maintenance, repair and replacement of the roof, and (v) lawns and planted areas, walks, parking lots, and loading areas within the Premises.

Lessor shall be responsible for structural repairs to the building (including walls and foundation) and or and for damages to property or equipment covered by insurance.

Lessor, its agents or employees, shall have the right to enter upon said Premises at any and all reasonable times to inspect the condition of the same. Should Lessee, refuse or neglect to maintain its Premises as herein provided, Lessor shall have the right to perform such maintenance on behalf of and for the Lessee after thirty days written notice to Lessee. Any costs for such maintenance shall be paid for by Lessee, not later than thirty (30) days following demand by Lessor for such payment at Lessor's costs, plus twelve percent (12%) as administrative reimbursement to Lessor.

Notwithstanding any other provisions in this Lease, Lessor hereby represents and warrants that all electrical, plumbing, heating and air conditioning and mechanical systems located at the Premises are in good working condition upon commencement of this Lease.

13. **DESIGN & CONSTRUCTION.** Lessee agrees to and shall construct the Improvements on the Premises subject to the terms and conditions herein set forth. Lessee shall use commercially reasonable efforts to coordinate the construction of the Improvements with time schedules established by the Lessor**,** should other construction be occurring at the Airport, which may be impacted by this project**;** provided that Lessee shall not be liable for any delays in construction occasioned by this coordination with the Lessor that are outside of the control of the Lessee. Once the permits are obtained and the Director of Airports, as the Lessor's representative, has approved the project, the Lessee has the right to enter the Premises and begin construction.

Lessee agrees to cause facilities for Lessee's use to be constructed on the Premises in accordance with plans and specifications to be prepared by Lessee and approved by Lessor. Plans and specification review submittals shall follow accepted practice for such deliverables; and the Lessor shall provide comments, as applicable, on each submittal. Lessor's approval of plans and specifications shall be not be unreasonably withheld or unduly delayed. Lessor retains the right to ask for special submittals, as needed, to fully understand the proposed Improvements. Improvements within the secured area shall confirm to FAA standards and criteria for design, construction, inspection and testing. Improvements in other areas shall conform to Lessor's criteria.

Lessee agrees to pay for all costs incurred in connection with the construction of said Improvements, by making direct payment for all such costs as they are incurred.

Lessee warrants that the Improvements, when completed, will be necessary or useful in its development for use by Lessee for its purposes. Lessee agrees to proceed diligently to complete the Improvements.

14. **ALTERATIONS & NEW IMPROVEMENTS.** Lessee shall have the right during the term hereof, at Lessee's expense, at any time and from time to time, to construct fixed improvements as it may deem necessary or desirable in connection with its operation under this Agreement; provided, however, that Lessee shall first submit plans and specifications for such facilities to the Lessor for approval, which approval shall not be unreasonably withheld or unduly delayed. All such alterations, additions, or improvements shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building and the Premises, or change the purposes for which the building or any part thereof, may be used. Any such alterations, additions, or improvements shall be erected at the sole cost and expense of Lessee, and Lessee shall have no right, authority, or power to bind Lessor or any interest of Lessor in the Premises, 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 and Premises. All alterations, additions, and improvements, except "trade fixtures", equipment, and personal property of Lessee put in at

the expense of Lessee, shall remain upon and be surrendered with the Premises as a part thereof, at any termination of this Agreement, for any cause, and shall become the property of the Lessor. The term "fixed improvements", whenever used in this Agreement, shall be construed to include all structures erected upon the Premises; all fencing, grading and pavement; all underground wires, cables, pipes, conduits, tanks and drains; and all other property of every kind and nature which is permanently affixed to the Premises, except Lessee's trade fixtures, equipment and personal property. Upon completion of additional fixed improvements, Lessee agrees to furnish Lessor with a verified statement of the total cost of the additional improvements. Any movable furniture, trade fixtures, partitions and all other equipment installed at Lessee's sole cost and expense shall at all times be and remain the property of Lessee. Notwithstanding anything contained herein to the contrary, Lessee shall have no obligation to remove such fixtures, equipment and alterations described herein unless Lessor shall notify Lessee of its required removal on or before the date of Lessor's approval of the plans and specifications detailing any such fixtures, equipment or alterations.

It shall be the responsibility of Lessee, to file all necessary alteration and construction forms with the Director of Airports, as the Lessor's representative, for submission to the Federal Aviation Administration for approval, which approval shall not be unreasonably withheld or unduly delayed by the Director of Airports.

15. **LANDSCAPING.** Lessee shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, vines and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the Lessor for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife hazard to aircraft operations. Lessee agrees to maintain and/or replace such throughout the term of this Agreement or any extension thereof.

16. **SIGNS AND ADVERTISING.** Lessee agrees that no signs or advertising material shall be erected on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in writing by Lessor, which approval shall not be unreasonably withheld or unduly delayed.

17. **IMPOSITIONS.** Lessee shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all lawful impositions, including all lawful taxes and assessments imposed on the Premises or Lessee's possessory right therein. In the event any impositions may be lawfully paid in installments, Lessee shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. Lessor covenants that without Lessee's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which Lessee would be required to pay under this article and that should any such levy or assessment be threatened or occur Lessor shall, at Lessee's request, fully cooperate with Lessee in all reasonable ways to prevent any such levy or assessment. Nothing herein contained shall prevent Lessee from contesting the legality, validity or application of any such tax or assessment to the full extent Lessee may be lawfully entitled to do so.

18. **FIRE & POLICE PROTECTION.** Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants on the Airport. The City of Wichita currently charges Lessor a fee for provision of police and fire protection of the Airport. It is understood and agreed that Lessor may impose a fair and equitable charge to recover Lessee's proportionate share of Lessor's costs of these services. If, during the term of this Agreement, Lessor chooses to provide police and fire services directly, the recovery will be adjusted based upon Lessor's established rate.

19. **INDEMNITY.** Lessee shall protect, defend and hold Lessor and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities,

losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Lessee's use or occupancy of the Premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence or the acts or omissions of the City of Wichita or Lessor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur. The Lessor shall give to Lessee reasonable notice of any such claim or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Lessor shall protect, defend and hold Lessee and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suites, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Lessor's operation of the Airport or the acts or omissions of Lessor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Lessee. The Lessee shall give to Lessor reasonable notice of any such claim or actions. The Lessor shall also use counsel reasonably acceptable to Lessee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

20. **INSURANCE.** Lessee agrees to maintain public liability insurance during the term hereof which protects the Lessor and City of Wichita, their officers, agents and employees, as additional insureds, with terms and companies as approved by Lessor, which approval shall not be unreasonably withheld, in an aggregate amount of not less than $1,000,000 per

occurrence. In addition, Lessee shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and $500,000 Employer's Liability. Lessee agrees that in the event of future changes in the law and upon notice by the Lessor, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this paragraph.

Lessee agrees, prior to the commencement of this lease term, to provide Lessor with copies of all certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. Such policy or certificate shall contain a clause providing thirty days' prior notice to the Lessor before any material change or cancellation is effective.

21. **FIRE AND EXTENDED COVERAGE INSURANCE.** Lessee, at its expense, throughout the term of this Agreement, shall cause the improvements on the Premises to be insured against loss or damage by fire and extended coverage for the full insurable value thereof and furnish Lessor a certificate evidencing such insurance. Lessee hereby agrees that Lessee's insurance will designate Lessor as an additional insured. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities as set forth in this Agreement. If Lessee and Lessor mutually agree, Lessee may use the insurance proceeds to construct other facilities equal to those facilities not restored.

22. **SUBROGATION OF INSURANCE.** Lessor hereby waives any and all rights of recovery against Lessee for or arising out of damage or destruction of the building, or the Premises, or any other property of Lessor, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Lessee, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Lessee hereby waives any and all rights of recovery against Lessor for or arising out of damage to or destruction of any property of Lessee from causes then included under any of

its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Lessor, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

23. **FIRE EXTINGUISHERS.** Lessee shall furnish and maintain on the Premises sufficient portable fire-extinguishing units as may be required by City Code, insurance risks, or as reasonably designated by Lessor.

24. **DAMAGE OR DESTRUCTION.**

(a) In the event that the Improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril of other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and Lessee shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed improvements or parts thereof, subject to the availability of and to the extent of Lessee's insurance proceeds, to as good condition as the same were in immediately prior to such damage or destruction, subject to such alterations as Lessee may elect to make as permitted in Paragraph 14. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration. If Lessee and Lessor mutually agree, Lessee may use the insurance proceeds to construct other facilities equal to those facilities not restored.

(b) In the event the Improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, and such damage, destruction or loss is not capable of being repaired within 180 days, Lessee shall have the election, indicated by written notice given to Lessor within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements, such election to be effective as of the date of such damage, destruction or loss. Upon such election by Lessee, this Agreement shall be terminated effective as of the date of such damage, destruction, or loss, and neither party shall have any further rights or obligations pursuant to this Agreement. All of the insurance proceeds shall be paid to Lessee and Lessor in pro-rata distributions as their interests may appear based upon the fair market value of

each party's interest at the time the proceeds are received. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged improvements from the Premises before such distribution.

25. **ENVIRONMENTAL.**

(a) The Lessee hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita, Kansas from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor and the City of Wichita, Kansas by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance) if such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, and/or licensees, or if such Hazardous Substance was owned by, or located on the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the Lessee receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of

any Hazardous Substance on the Premises or in connection with the Lessee's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting the Lessee (an "Environmental Complaint") from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the Lessee shall immediately notify the Lessor in writing of said notice.

(d) The Lessor shall have the right, but not the obligation, and without limitation of the Lessor's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the Lessee and/or which, in the reasonable judgment of the Lessor, could jeopardize its interests under this Agreement. If such conditions are caused by Lessee or if such conditions result from a Hazardous Substance owned by, or located on the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Lessor in the exercise of any such rights shall be payable by the Lessee upon demand.

(e) The Lessor hereby agrees to indemnify and hold harmless the Lessee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessee by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the period prior to the term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super

lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, invites and/or licensees, or if such Hazardous Substance was owned by, or placed upon the Premises by the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(f) The provisions of this Section shall survive the termination of this Agreement.

26. **NOTICES.** Notices to Lessor provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, Kansas 67277-0130

Notices to Lessee provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Garmin International, Inc.
1200 E. 151st Street
Olathe, KS 66062
Attn: General Counsel

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

27. **RULES AND REGULATIONS.** Lessee, its agents and employees, shall be subject to any and all applicable rules, regulations, operating instructions, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent

Airport or Lessee's operations conducted hereunder. Such observation and compliance by Lessee shall not obligate Lessee to make any alterations or do any other work, structural or otherwise, within the Premises unless failure of the Premises to comply with such rules, laws, statutes and regulations shall have been caused by Lessee's specific use of Premises.

To the extent that applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport causes diminution or deprivation of Lessee's rights hereunder, Lessor shall not be liable to Lessee for any such diminution or deprivation of its rights, nor shall Lessee be entitled to terminate this Agreement by reason thereof unless the exercise of such authority shall so interfere with Lessee's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas.

28. **AIRPORT SECURITY PROGRAM.** The Lessee must obtain Airport Security Identification Media for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured air operations area (AOA), and security identification display area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set under this Section. Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division within twenty-four (24) hours after expiration or suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the term of this Agreement.

Lessee covenants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable provisions of 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access which Lessee maintains. Lessee hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for I.D. Media for any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Lessee also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall

provide any and all necessary escorts, as outlined in the Airport Security Program. Lessee hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), or Lessor.

Should Lessee, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should the Lessor be cited for a civil fine or penalty for such security violation, Lessee agrees to reimburse the Lessor for any monetary civil fine or penalty, which may be imposed on the Lessor by the TSA, however, nothing herein shall prevent the Lessee from contesting the legality, validity or application of such fine or penalty to the full extent Lessee may be lawfully entitled. Lessee will have I.D. Media/access privileges immediately suspended and/or revoked by the Lessor for failure to adhere to the Airport Security Program or for failure to return all I.D. Media within the time frames specified herein. Such actions may also result in the termination of this Agreement, at the sole discretion of the Lessor, if such failure by Lessee is not cured by Lessee within thirty (30) days after receiving notice from Lessor of such failure.

In accordance with the Airport Security Program, Lessee must obtain Airport Security Identification Media and fingerprinting (if required) for their eligible employees, subcontractors, suppliers, agents, and/or representatives.

29. **CANCELLATION BY LESSOR.** The Lessor, in addition to any other rights to which it may be entitled by law or equity, may cancel this Agreement as set forth herein.
In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings; or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of Lessee's assets shall be appointed; or that Lessee shall be divested of its estate herein by other operation of law; or that Lessee shall fail to perform, keep and observe any of the material terms, covenants or conditions herein contained on the part of Lessee to be performed, kept or observed, following written notice by Lessor to Lessee to correct such

condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by Lessee, Lessor may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term, unless such condition or default cannot reasonably be corrected within the sixty (60) day period and Lessee has demonstrated due diligence with respect to curing said default, then such default will be treated as cured until cured.

Acceptance of rental by Lessor for any period or periods after a default of any of the material terms, covenants and conditions herein contained to be performed, kept and observed by Lessee shall not be deemed a waiver of any other right on the part of Lessor to cancel this Agreement for failure by Lessee so to perform, keep and observe any of the material terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessor of any of the material terms, covenants or conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the material terms, covenants or conditions herein contained to be performed, kept and observed by Lessee.

30. **CANCELLATION BY LESSEE.** The Lessee, in addition to any other rights of cancellation herein given to Lessee, or any other rights to which the Lessee may be entitled by law or otherwise, may cancel this Agreement by giving Lessor sixty (60) days' advance written notice in the event of default by Lessor under this Agreement continuing for more than sixty (60) days after the Lessor's receipt of written notice of such default from the Lessee, upon or after the happening of any one of the following events:

(a) The failure or refusal of the Federal Aviation Administration or any other applicable state of federal authority, to grant Lessee the right to operate into, on, from or through said Airport;

(b) The issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport for airport purposes and the remaining in force of such injunction for a period of at least sixty (60) days.

(c) The breach by Lessor of any of the covenants or agreements herein contained and the refusal of Lessor to remedy such breach within a reasonable period of time after receipt of a written notice of the existence of such breach; and

(d) The inability of Lessee to use said Premises and facilities continuing for a period longer than sixty (60) days due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessee.

(e) The failure of Lessee to receive approval of plans and specifications for Improvements from the Director of Airports on or before June 1, 2008. Further, if final approval of the plans and specification for Improvements from the Director of Airports is obtained after June 1, 2008, and Lessee has not exercised its right to terminate the Lease under the aforementioned sentence, then the date of Beneficial Occupancy and the Rent Commencement Date shall be deemed the earlier of (i) the date of issuance of the permanent Certificate of Occupancy, or (ii) some date following August 1, 2008, which date shall be calculated by taking the number of days after June 1, 2008 that elapsed prior to Lessee's receipt of final approval of the plans and specifications and adding that number of days onto the original August 1, 2008 Rent Commencement Date.

Following the completion of the Improvements upon the Premises by Lessee, upon a cancellation of the Agreement by Lessee due to an event of default under any one of subparagraphs (a) through (d) above, as set forth in this Section 30, during the initial term of this Agreement, Lessor shall reimburse to Lessee the unamortized value of the Improvements at the time of such cancellation. The cost of such Improvements shall be amortized over the ten-year period from the Rent Commencement Date through the end of the initial term.

31. **NONDISCRIMINATION EEO/AAP.** The Lessee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin or ancestry, disability, or age, except where age is a bona fide occupational qualification, in its operations or services being provided at the Premises, and its use or occupancy of the Premises under this Agreement. The Lessee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of

Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, et seq.; the Code of the City of Wichita Section 2.12.950; and any laws, regulations or amendments as may be promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently, existing or hereafter enacted, which pertains to civil rights and equal employment opportunity.

32. **FAA REQUIREMENTS.** Lessor and Lessee further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Lessee agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement.

(a) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

(g) Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

(h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the

landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

33. **MODIFICATIONS FOR GRANTING FAA FUNDS.** In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the Lessor to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

34. **SALE OF FOOD AND BEVERAGES.** Except for vending machines for Lessee's use, it is specifically understood and agreed that Lessee shall not engage in the business of selling food or beverages on the Premises.

35. **ASSIGNMENT.** Lessee shall not assign this Agreement or any portion thereof, or sublet the Premises or any portion thereof, without the written consent of Lessor, whose consent shall not be unreasonably withheld nor delayed, except Lessee may assign or sublet to an affiliate, subsidiary or parent without the prior consent or approval of Lessor.

All terms and provisions of this Agreement, including specifically, but not limited to the provisions relating to indemnification and insurance, shall be followed by any approved assignee or subtenant, and Lessee shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement. Subletting shall not relieve or release Lessee from any obligation herein contained which shall or may accrue or become a cause of action in favor of the Lessor.

Any such assignment or subletting or attempt thereat without such consent shall be void, and shall, at the option of the Lessor, terminate this Agreement.

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

37. **SURRENDER OF POSSESSION.** Lessee shall yield and deliver to Lessor possession of the Premises leased herein at the expiration of this Agreement in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty. Lessee shall deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) leaving in operating condition all bulbs and ballasts; (3) replacing all broken glass; and (4) turning in keys to all door locks.

Lessee, at Lessee’s expense, shall remove during the term hereof or at the expiration of such term all trade fixtures, equipment and personal property placed by Lessee on or about the Premises herein leased, subject to Lessee's repairing any damage thereto caused by such

removal and subject to any valid lien which Lessor may have thereon for unpaid rents or fees.

In the event Lessee does not remove all of said property within ten (10) days after the termination of this Agreement, the same shall be considered abandoned and Lessor may dispose of said property without any further responsibility or liability to Lessee.

At any time within ninety (90) days prior to the expiration of this Agreement, Lessor and Lessor's agents, invitees, and licensees may enter and show the Premises to persons wishing to rent the Premises and may post upon the Premises the usual notices "For Rent" or "For Lease", said notices to remain thereon without hindrance or molestation, provided Lessee has not exercised any renewal options provided herein, or has not signed a new lease. Lessor and its agents, invitees, and licensees will use their best efforts not to unreasonably interfere with Lessee's use of the Premises during said visits.

38. **HEADINGS.** The article and paragraph headings are inserted only as a matter of convenience and for references, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

39. **INVALID PROVISIONS.** It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

40. **KANSAS LAWS TO GOVERN.** This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

41. **ATTORNEY'S FEES.** In the event that at any time during the term of this Lease either Lessor or Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable attorneys' fees, paralegals' fees and disbursement incurred in connection therewith by the successful party. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post judgment proceedings.

42. **QUIET ENJOYMENT.** Subject to the provisions of this Agreement, Lessor covenants that so long as Lessee shall not be in uncured default under this Agreement, Lessee shall have and enjoy peaceful possession and quiet enjoyment of the Premises during the term without any interruption by Lessor or any person claiming by or through Lessor.

43. **COMMON AREAS.** Lessor covenants and agrees that it shall maintain, or cause to be maintained, the common areas of the Airport, located outside the Premises, in good order and repair (the "Common Areas") as reasonably determined by the Lessor. The Common Areas, excluding all areas located within the Premises, shall consist of all parking areas, landscaped areas, streets, sidewalks, driveways, loading platforms, shelters, and other facilities for use, all as they may from time to time exist and be available to all the tenants in the Airport, their, employees, agents, customers, licensees and invitees.

44. **AUTHORIZATION TO EXECUTE.** Each of the parties hereto acknowledges that any prior consent, approval and/or resolution necessary to authorize the undersigned to execute this Agreement on behalf of the respective party hereto has been obtained, the undersigned is authorized to execute the Agreement on behalf of the respective party hereto and the undersigned represents that no other signature is necessary to bind the Lessor or the Lessee, as the case may be.

REMAINDER OF PAGE
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President

"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

GARMIN INTERNATIONAL, INC.

By _____

By _____

Title _____

Title _____

"LESSEE"

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

Exhibit "A"

Site Plan of Airport with Premises Identified

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL MAY 6, 2008

a. Lead Services Replacement (north of MacArthur, west of 119th Street West) (448-90382/636186/777577) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV) - $295,710.00

b. Storm Water Drain #337 to serve Webb Business Park Addition (north of 37th Street North, west of Webb) (468-84431/751469/485360) Traffic to be maintained using flagpersons & barricades. (District II) - $419,000.00

c. 2008 Sanitary Sewer Rehabilitation, Phase A (north of Harry Street, east of Meridian) (468-84484/620504/668623) Traffic to be maintained using flagpersons & barricades. (District I,II,III,VI) - $370,000.00

d. Laguna/Glen Wood from the west line of Lot 7, Block 4 to the south line of Lot 12, Block 4; Sierra Hills from the south line of Laguna to the south line of Lot 1, Block 5; Glen Wood Court serving Lots 13 through 24, Block 5 from the east line of Glen Wood to and including the cul-de-sac; Laguna Circle serving Lots 2 thorugh 12, Block 5 from the east line of Laguna to and including the cul-de-sac; Gilbert Court serving Lots 20 through 28, Block 4 from the south line of Gilbert to and including the cul-de-sac; Gilbert from the west line of Lot 28, Block 4 to the east line of Lot 20, Block 4 to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (472-84351/766206/490224) Does not affect existing traffic. (District II) - $478,900.00

e. 24th Street from the west line of Monarch Landing 2nd Addition to the east line of Lot 1, Block 2; Chelmsford from the north line of 24th Street to the north line of Lot 13, Block 1; Ridgehurst/Ridgehurst Court from the north line of 24th Street to the east line of Lot 10, Block 3; Graystone/Graystone Court from the south line of Lot 6, Block 4 to the south line of 24th Street; Graystone Circle, serving Lots 39 through 52, Block 1, from the north line of 24th Street to and including the cul-de-sac to serve Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East) (472-84612/766202/490220) Does not affect existing traffic. (District II) - $703,740.00

f. The cost of Grey Meadow, Grey Meadow Courts, Flat Creek and Flat Creek Court to serve Fox Ridge Addition (north of 29th Street North, west of Tyler). (472-84421/766100/490-117) (DistrictV).

g. The cost of Westlakes Parkway to serve Fox Ridge Addition (north of 29th Street North, west of Tyler). (472-84279/765996/490-113) (DistrictV).

h. The cost of construction of Water Distribution System to serve Rainbow Lakes West Addition (south of Central, east of 119th Street West). (448-90195/735320/470-991) (District V)

i. The cost of Stafford, Cranbrook to serve Brentwood South Addition (north of Pawnee, east of Webb). (472-84476/766122/490-140) (DistrictII).

j. The cost of Bellechase, Spring Valley, Horseback, Horseback Court and Horseback Circle to serve Bellechase Addition (north of Harry, east of 127th Street East). (472-84426/766113/490-130) (DistrictII).

k. The cost of 143rd Street East from 21st Street North to the north line of 24th Street North to serve Krug North, Krug North 2nd, and East Side Community Church 2nd Additions (143rd Street north of 21st Street North). (472-83979/766115/490-132) (District II).

l. The cost of Realigning McCormick from Leonine to K-42. (472-83831/706866/203-332) (District IV). – Total Estimated Cost $1,597,800.00

m. The cost of Façade Improvement Program at 154 North Emporia (southeast corner of 1st and Emporia). (472-84497/766020/491-021) (DistrictVI).

n. The cost of construction of Water Distribution System to serve Pier 37 Addition (south of 37th Street North, west of Ridge). (448-90272/735350/470-023) (District V)

Agenda Item No. 31a.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Paving, Sanitary Sewer and Water Improvements in Angel Fire Addition (north of 47th Street South, east of West Street) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by one owner representing 100% of the improvement districts.

Analysis: The projects will provide paving, sanitary sewer and water system improvements within a residential development located north of 47th Street South, east of West Street.

Financial Considerations: The Petitions total $2,047,084. The funding source is special assessments.

Goal Impact: These projects address the Efficient Infrastructure goal by providing for the construction of paving, sanitary sewer and water system improvements in a new subdivision.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Resolutions and Petitions.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **ANGEL FROM THE WEST LINE OF THE PLAT, EAST TO THE EAST LINE OF LOT 15, BLOCK E; ON KESSLER AND KESSLER CIR., FROM THE WEST LINE OF ANGEL, WEST TO AND INCLUDING THE CUL-DE-SAC; AND ON 45TH ST. SOUTH FROM THE EAST LINE OF KESSLER EAST TO THE NORTH LINE OF ANGEL AND ON ANGEL CT. FROM THE NORTH LINE OF ANGEL, NORTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON ANGEL, KESSLER AND 45TH ST. SOUTH (NORTH OF 47TH ST. SOUTH, EAST OF WEST ST.) 472-83355** 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 **ANGEL FROM THE WEST LINE OF THE PLAT, EAST TO THE EAST LINE OF LOT 15, BLOCK E; ON KESSLER AND KESSLER CIR., FROM THE WEST LINE OF ANGEL, WEST TO AND INCLUDING THE CUL-DE-SAC; AND ON 45TH ST. SOUTH FROM THE EAST LINE OF KESSLER EAST TO THE NORTH LINE OF ANGEL AND ON ANGEL CT. FROM THE NORTH LINE OF ANGEL, NORTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON ANGEL, KESSLER AND 45TH ST. SOUTH (NORTH OF 47TH ST. SOUTH, EAST OF WEST ST.) 472-83355** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 01-167** adopted on **April 24, 2001** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **Angel from the west line of the plat, east to the east line of Lot 15, Block E; on Kessler and Kessler Cir., from the west line of Angel, west to and including the cul-de-sac; and on 45th St. South from the east line of Kessler east to the north line of Angel and on Angel Ct. from the north line of Angel, north to and including the cul-de-sac and that sidewalk be constructed on Angel, Kessler and 45th St. South (north of 47th St. South, east of West St.) 472-83355.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **Six Hundred Ninety-Two Thousand Dollars ($692,000)** 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 **February 1, 2008** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ANGEL FIRE ADDITION
Lots 13 through 41, Block B
Lots 44 through 54, Block B
Lots 9 through 18, Block D
Lots 1 through 15, Block E

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 13 through 41, Block B, Lots 44 through 54, Block B, Lots 9 through 18, Block D and Lots 1 through 15, Block E ANGEL FIRE ADDITION shall each pay 1/65 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 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. 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 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **ANGEL FROM THE EAST LINE OF LOT 15, BLOCK E, EAST TO THE WEST LINE OF KESSLER; ON KESSLER FROM THE SOUTH LINE OF THE PLAT NORTH TO THE WEST LINE OF ANGEL; AND ON ANGEL, FROM THE WEST LINE OF KESSLER EAST TO THE EAST LINE OF LOT 11, BLOCK B AND ON KESSLER CT. FROM THE EAST LINE OF KESSLER, EAST TO AND INCLUDING THE CUL-DE-SAC; AND ON ANGEL CT. FROM THE SOUTH LINE OF ANGEL TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON KESSLER AND ANGEL (NORTH OF 47TH ST. SOUTH, EAST OF WEST ST.) 472-83356** 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 **ANGEL FROM THE EAST LINE OF LOT 15, BLOCK E, EAST TO THE WEST LINE OF KESSLER; ON KESSLER FROM THE SOUTH LINE OF THE PLAT NORTH TO THE WEST LINE OF ANGEL; AND ON ANGEL, FROM THE WEST LINE OF KESSLER EAST TO THE EAST LINE OF LOT 11, BLOCK B AND ON KESSLER CT. FROM THE EAST LINE OF KESSLER, EAST TO AND INCLUDING THE CUL-DE-SAC; AND ON ANGEL CT. FROM THE SOUTH LINE OF ANGEL TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON KESSLER AND ANGEL (NORTH OF 47TH ST. SOUTH, EAST OF WEST ST.) 472-83356** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 01-168** adopted on **April 24, 2001** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **Angel from the east line of Lot 15, Block E, east to the west line of Kessler; on Kessler from the south line of the plat north to the west line of Angel; and on Angel, from the west line of Kessler east to the east line of Lot 11, Block B and on Kessler Ct. from the east line of Kessler, east to and including the cul-de-sac; and on Angel Ct. from the south line of Angel to and including the cul-de-sac and that sidewalk be constructed on Kessler and Angel (north of 47th St. South, east of West St.) 472-83356.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **Five Hundred Sixty-Two Thousand Dollars ($562,000)** 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 **February 1, 2008** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ANGEL FIRE ADDITION
Lots 11 and 12, Block B
Lots 42 and 43, Block B
Lot 28 through 49, Block C
Lots 1 through 8, Block D
Lots 16 and 17, Block E

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 11 and 12, Block B, Lots 28 through 49, Block C and Lots 1 through 8, Block D ANGEL FIRE ADDITION shall each pay 221/10,000 of the total cost of the improvements; Lot 13, Block B and Lots 9 through 18 ANGEL FIRE ADDITION shall each pay 50/10,000 of the total cost of the improvements; Lots 14 through 41, Block B ANGEL FIRE ADDITION shall each pay 45/10,000 of the total cost of the improvements; Lots 42 and 43, Block B and Lots 16 and 17, Block E ANGEL FIRE ADDITION shall each pay 187/10,000 of the total cost of the improvements; Lots 44 through 54, Block B and Lots 1 through 14, Block E ANGEL FIRE ADDITION shall each pay 14/10,000 of the total cost of the improvements; and Lot 15, Block E ANGEL FIRE ADDITION shall pay 20/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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. 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 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 464, SOUTHWEST INTERCEPTOR SEWER (NORTH OF 47TH ST. SOUTH, EAST OF WEST ST.) 468-83183** 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 464, SOUTHWEST INTERCEPTOR SEWER (NORTH OF 47TH ST. SOUTH, EAST OF WEST ST.) 468-83183** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 00-407** adopted on **November 14, 2000** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 464, Southwest Interceptor Sewer (north of 47th St. South, east of West St.) 468-83183.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Sixty-Five Thousand Dollars ($265,000)** 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 **February 1, 2008** exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against 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 of Thirty Thousand Four Hundred Six Dollars ($30,406).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ANGEL FIRE ADDITION
Lots 14 through 41, Block B
Lots 44 through 54, Block B
Lots 1 through 14, Block E

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 14 through 41, Block B, Lots 44 through 54, Block B, Lots 1 through 14, Block E ANGEL FIRE ADDITION shall each pay 1/53 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 466, SOUTHWEST INTERCEPTOR SEWER**, **(NORTH OF 47TH STREET SOUTH, EAST OF WEST ST.) 468-83221**, 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 **LATERAL 466, SOUTHWEST INTERCEPTOR SEWER**, **(NORTH OF 47TH STREET SOUTH, EAST OF WEST ST.) 468-83221**, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That resolution No.**01-169** adopted on **April 24, 2001** and Resolution **No. 05-003** adopted on **January 4, 2005** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 466, Southwest Interceptor Sewer**, **(north of 47th Street South, east of West St.) 468-83221**, in the City of Wichita, Kansas.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be **Two Hundred Twenty-Two Thousand Dollars ($222,000)** 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 **February 1, 2008,** exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against 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 of Twenty-Five Thousand Six Hundred Seventy-Eight Dollars ($25,678).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ANGEL FIRE ADDITION
Lots 11 through 13, Block B
Lots 42 and 43, Block B
Lots 28 through 49, Block C
Lots 1 through 18, Block D
Lots 15 through 17, Block E

SECTION 5. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment plus the benefit fee, 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 11 through 13, Block B, Lots 42 and 43, Block B, Lots 28 through 49, Block C, Lots 1 through 18, Block D and Lots 15 through 17, Block E ANGEL FIRE ADDITION shall each pay 1/48 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 assessment against the replatted area shall be recalculated on the basis of the method set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a19 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-89518 (NORTH OF 47TH ST. SOUTH, EAST OF WEST ST.)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-89518 (NORTH OF 47TH ST. SOUTH, EAST OF WEST ST.)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 00-403** adopted on **November 14, 2000** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-89518 (north of 47th St. South, east of West St.).**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Thirty-Four Thousand Dollars ($134,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ANGEL FIRE ADDITION
Lots 13 through 41, Block B
Lots 44 through 54, Block B
Lots 9 through 18, Block D
Lots 1 through 15, Block E

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 13 through 41, Block B, Lots 44 through 54, Block B, Lots 9 through 18, Block D and Lots 1 through 15, Block E ANGEL FIRE ADDITION shall each pay 1/65 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 the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____,

2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-89550, (NORTH OF 47TH STREET SOUTH, EAST OF WEST ST.)** 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 **WATER DISTRIBUTION SYSTEM NUMBER 448-89550, (NORTH OF 47TH STREET SOUTH, EAST OF WEST ST.)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 01-170** adopted on **April 24, 2001** and Resolution **No. 05-001** adopted on **January 4, 2005** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-89550, (north of 47th Street South, east of West St.)** in the City of Wichita, Kansas.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be **One Hundred Sixteen Thousand Dollars ($116,000)**, 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 **February 1, 2008,** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ANGEL FIRE ADDITION
Lots 11 and 12, Block B
Lots 42 and 43, Block B
Lots 28 through 49, Block C
Lots 1 through 8, Block D
Lots 16 and 17, Block E

SECTION 5. 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 11 and 12, Block B, Lots 42 and 43, Block B, Lots 28 through 49, Block C, Lots 1 through 8, Block D and Lots 16 and 17, Block E ANGEL FIRE 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 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A.12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said

publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

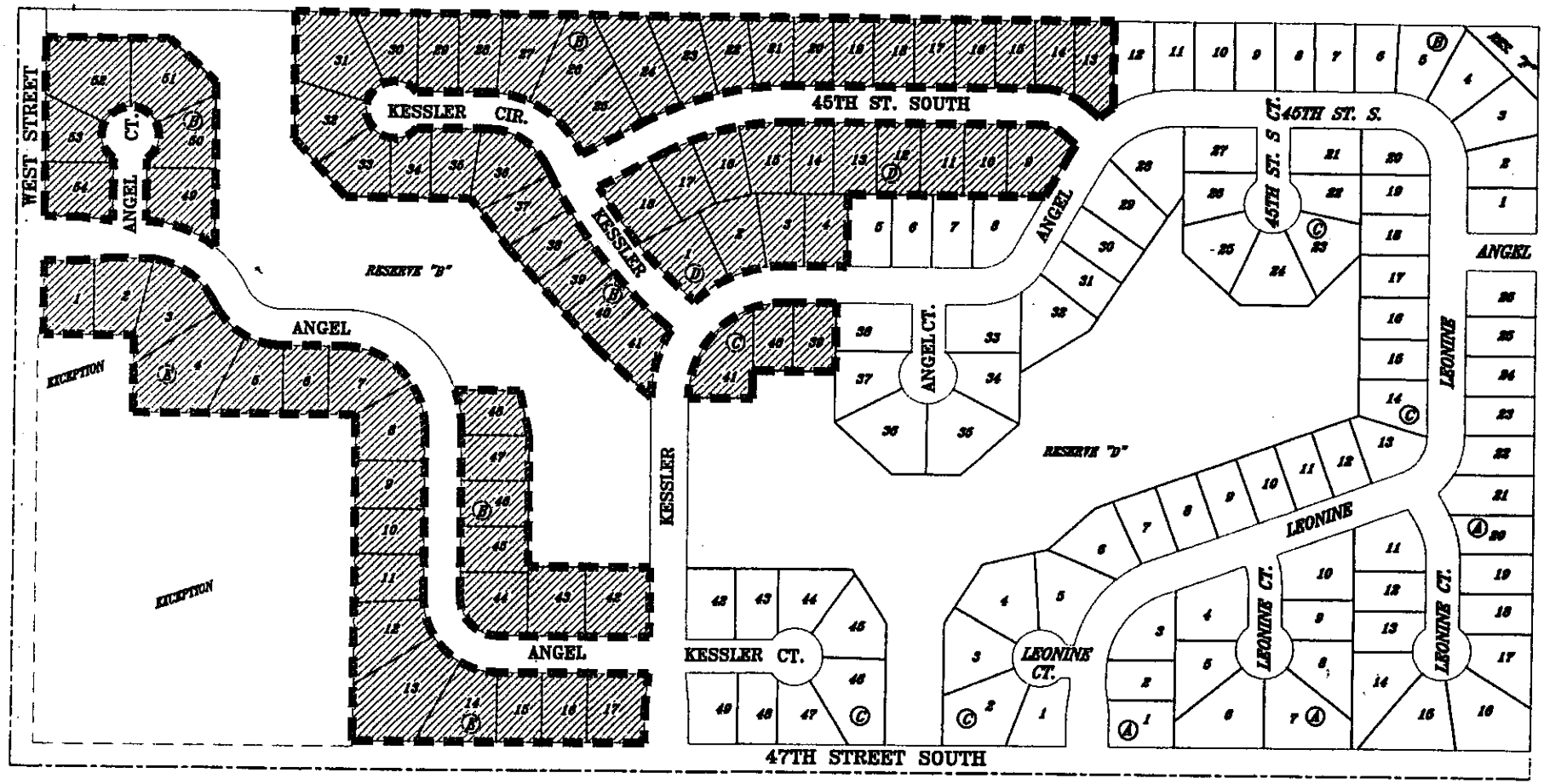
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

ANGEL FIRE ADDITION



Improvement District Boundary

Wichita
All-America City
1999

THE CITY OF WICHITA
CITY ENGINEER'S OFFICE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/14/2008	Pave Angel, etc in Angel Fire Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.		$692,000		$692,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		$692,000		$692,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-83355

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 4/22/08	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/14/2008	Pave Angel, etc in Angel Fire Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.		$562,000		$562,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		$562,000		$562,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-83356

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 4/22/08	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/15/2008	Sanitary Sewer in Angel Fire Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		$295,406		$295,406
Sidewalk				
Water				
Other				
Totals		$295,406		$295,406
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Sanitary Sewer Utility

Lateral 464, SWI

468-83183

13. Recommendation: Approve the petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
John Ramon	C. M. Ca	Cathleen A. Hill	
		Date 4/22/07	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/15/2008	Sanitary Sewer in Angel Fire Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		$247,678		$247,678
Sidewalk				
Water				
Other				
Totals		$247,678		$247,678
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Sanitary Sewer Utility

Lateral 466, SWI

468-83221

13. Recommendation: Approve the petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
Jim Armour	Chris M. Carr	Kathleen Sebelius	
		Date 4/22/08	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/15/2008	Water Distribution System in Angel Fire Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$134,000		$134,000
Other				
Totals		$134,000		$134,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Water Utility

448-89518

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 4/22/08	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/15/2008	Water Distribution System in Angel Fire Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$116,000		$116,000
Other				
Totals		$116,000		$116,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Water Utility

448-89550

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 4/22/08	Date

RECEIVED

APR 09 '08

CITY CLERK OFFICE

REVISED

PAVING PETITION
(Phase 2)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

ANGEL FIRE ADDITION
Lots 13 through 41, Block B
Lots 44 through 54, Block B
Lots 9 through 18, Block D
Lots 1 through 15, Block E

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

(a) That there be constructed pavement on Angel from the west line of the plat, east to the east line of Lot 15, Block E; on Kessler and Kessler Cir., from the west line of Angel, west to and including the cul-de-sac; and on 45th St. South from the east line of Kessler east to the north line of Angel.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

472-83355

That there be constructed pavement on Angel Ct. from the north line of Angel, north to and including the cul-de-sac.

North of 47th St South, East of (West St.)

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on Angel, Kessler and 45th St. South according to plans and specifications to be furnished by the City Engineer.

(b) That the estimated and probable cost of the foregoing improvement being Six Hundred Ninety-Two Thousand Dollars ($692,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after February 1, 2008.

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

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 13 through 41, Block B, Lots 44 through 54, Block B, Lots 9 through 18, Block D, and Lots 1 through 15, Block E, ANGEL FIRE ADDITION shall each pay 1/65 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.

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 in order to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
ANGEL FIRE ADDITION Lots 13 through 41, Block B Lots 44 through 54, Block B Lots 9 through 18, Block D Lots 1 through 15, Block E	Caywood, L.L.C. By: _____ Mathias F. Eck, Manager	4/8/08

AFFIDAVIT

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

Judy Terhune
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 9th day of April 2008.

Deborah A. Radlbeck
Deputy City Clerk

RECEIVED
APR 09 '08
CITY CLERK OFFICE

PAVING PETITION
(Phase 3)

REVISED

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-83356

ANGEL FIRE ADDITION
Lots 11 and 12, Block B
Lots 42 and 43, Block B
Lots 28 through 49, Block C
Lots 1 through 8, Block D
Lots 16 and 17, Block E

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

(a) That there be constructed pavement on Angel from the east line of Lot 15, B lock E, east to the west line of Kessler; on Kessler from the south line of the plat north to the west line of Angel; and on Angel, from the west line of Kessler east to the east line of Lot 11, Block B.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That there be constructed pavement on Kessler Ct. Ct. from the east line of Kessler, east to and including the cul-de-sac; and on Angel Ct. from the south lien of Angel, south to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on Kessler and Angel according to plans and specifications to be furnished by the City Engineer.

(b) That the estimated and probable cost of the foregoing improvement being Five Hundred Sixty-Two Thousand Dollars ($562,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after February 1, 2008.

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

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 11 and 12, Block B, Lots 28 through 49, Block C, and Lots 1 through 8, Block D, ANGEL FIRE ADDITION shall each pay 221/10,000 of the total cost of the improvements; Lot 13, Block B, and Lots 9 through 18, Block D, ANGEL FIRE ADDITION shall each pay 50/10,000 of the total cost of the improvements; Lots 14 through 41, Block B, ANGEL FIRE ADDITION shall each pay 45/10,000 of the total cost of the improvements; Lots 42 and 43, Block B, and Lots 16 and 17, Block E, ANGEL FIRE ADDITION shall each pay 187/10,000 of the total cost of the improvements; Lots 44 through 54, Block B and Lots 1 through 14, Block E, ANGEL FIRE ADDITION shall each pay 14/10,000 of the total cost of the improvements; and Lot 15, Block

E, ANGEL FIRE ADDITION shall pay 20/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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.

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 in order to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
ANGEL FIRE ADDITION Lots 11 and 12, Block B Lots 42 and 43, Block B Lots 28 through 49, Block C Lots 1 through 8, Block D Lots 16 and 17, Block E	Caywood, L.L.C. By: _____ Mathias F. Eck, Manager	4/8/08

AFFIDAVIT

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

Judy Terhune
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 9th day of April 2008.

Deborah A. Jad Clerk
Deputy City Clerk

RECEIVED
APR 09 '08
CITY CLERK OFFICE

REVISED

SANITARY SEWER PETITION
(PHASE II)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

Lateral 464, SWI 468-93193

ANGEL FIRE ADDITION
Lots 14 through 41, Block B
Lots 44 through 54, Block B
Lots 1 through 14, Block E

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

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.

(b) That the estimated and probable cost of the lateral sanitary sewer is Two Hundred Sixty-Five Thousand Dollars ($265,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after February 1, 2008.

(c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against 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 of Thirty Thousand Four Hundred Six Dollars ($30,406.00).

(d) 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 lateral sanitary sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the

improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(e) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, 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 14 through 41, Block B, Lots 44 through 54, Block B, and Lots 1 through 14, Block E, ANGEL FIRE ADDITION, shall each pay 1/53 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
ANGEL FIRE ADDITION Lots 14 through 41, Block B Lots 44 through 54, Block B Lots 1 through 14, Block E	Caywood, L.L.C. By: _____ Mathias F. Eck, Manager	4/8/08

AFFIDAVIT

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

Judy Jerkins
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 9th day of April 2008.

Deborah Jackson
Deputy City Clerk

RECEIVED
APR 09 '08
CITY CLERK OFFICE

4

SANITARY SEWER PETITION
(PHASE III)

REVISED

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

Lateral 466, 001

468-83221

ANGEL FIRE ADDITION
Lots 11 through 13, Block B
Lots 42 and 43, Block B
Lots 28 through 49, Block C
Lots 1 through 18, Block D
Lots 15 through 17, Block E

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

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.

(b) That the estimated and probable cost of the lateral sanitary sewer is Two Hundred Twenty-Two Thousand Dollars ($222,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after February 1, 2008.

(c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against 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 of Twenty-Five Thousand Six Hundred Seventy-Eight Dollars ($25,678.00).

(d) 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 lateral sanitary sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita

incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(e) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, 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 11 through 13, Block B, Lots 42 and 43, Block B, Lots 28 through 49, Block C, Lots 1 through 18, Block D, and Lots 15 through 17, Block E, ANGEL FIRE ADDITION, shall each pay 1/48 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the

area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
ANGEL FIRE ADDITION Lots 11 through 13, Block B Lots 42 and 43, Block B Lots 28 through 49, Block C Lots 1 through 18, Block D Lots 15 through 17, Block E	Caywood, L.L.C. By:_____ Mathias F. Eck, Manager	4/8/08

AFFIDAVIT

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

Judy Tedrow
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 9th day of April 2008.

Deborah A. Padlock
Deputy City Clerk

RECEIVED 4
APR 09 '08
CITY CLERK OFFICE

REVISED

WATER DISTRIBUTION SYSTEM PETITION
(Phase 2)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

ANGEL FIRE ADDITION
Lots 13 through 41, Block B
Lots 44 through 54, Block B
Lots 9 through 18, Block D
Lots 1 through 15, Block E

448-09518

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

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

(b) That the estimated and probable cost of the foregoing improvements being One Hundred Thirty-Four Thousand Dollars ($134,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2008.

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

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or

construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 13 through 41, Block B, Lots 44 through 54, Block B, Lots 9 through 18, Block D, and Lots 1 through 15, Block E, ANGEL FIRE ADDITION shall each pay 1/65 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

RECEIVED 4

APR 09 '08

CITY CLERK OFFICE

REVISED

WATER DISTRIBUTION SYSTEM PETITION
(Phase 3)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

ANGEL FIRE ADDITION
Lots 11 and 12, Block B
Lots 42 and 43, Block B
Lots 28 through 49, Block C
Lots 1 through 8, Block D
Lots 16 and 17, Block E

448-89550

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

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

(b) That the estimated and probable cost of the foregoing improvements being One Hundred Sixteen Thousand Dollars ($116,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2008.

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

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its

initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 11 and 12, Block B, Lots 42 and 43, Block B, Lots 28 through 49, Block C, Lots 1 through 8, Block D, and Lots 16 and 17, Block E, ANGEL FIRE 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.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
ANGEL FIRE ADDITION Lots 11 and 12, Block B Lots 42 and 43, Block B Lots 28 through 49, Block C Lots 1 through 8, Block D Lots 16 and 17, Block E	Caywood, L.L.C. By: _____ Mathias F. Eck, Manager	4/8/08

AFFIDAVIT

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

Judy Terhune
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 9th day of April 2008.

Deborah Lindlock
Deputy City Clerk

Agenda Item No. 31b.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for a Sanitary Sewer to serve part of Regency Lakes Commercial 2nd Addition (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer service for a commercial development located north of 21st, west of Greenwich.

Financial Considerations: The Petition totals $34,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for new commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

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

Attachments: Map, CIP Sheet, Petition and Resolution.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 11, MAIN 26, WAR INDUSTRIES SEWER (NORTH OF 21ST, WEST OF GREENWICH) 468-84509** 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 11, MAIN 26, WAR INDUSTRIES SEWER (NORTH OF 21ST, WEST OF GREENWICH) 468-84509** 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 11, Main 26, War Industries Sewer (north of 21st, west of Greenwich) 468-84509.**

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 **Thirty-Four Thousand Dollars ($34,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2008,** 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:

TRACT "A"

Lot 1 and the south 37.74 feet of Lot 2, Block 1, Regency Lakes Commercial 2nd Addition.

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 the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: TRACT "A" shall pay 100% of the cost payable by the improvement district.

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 _____ day of _____, 2008.

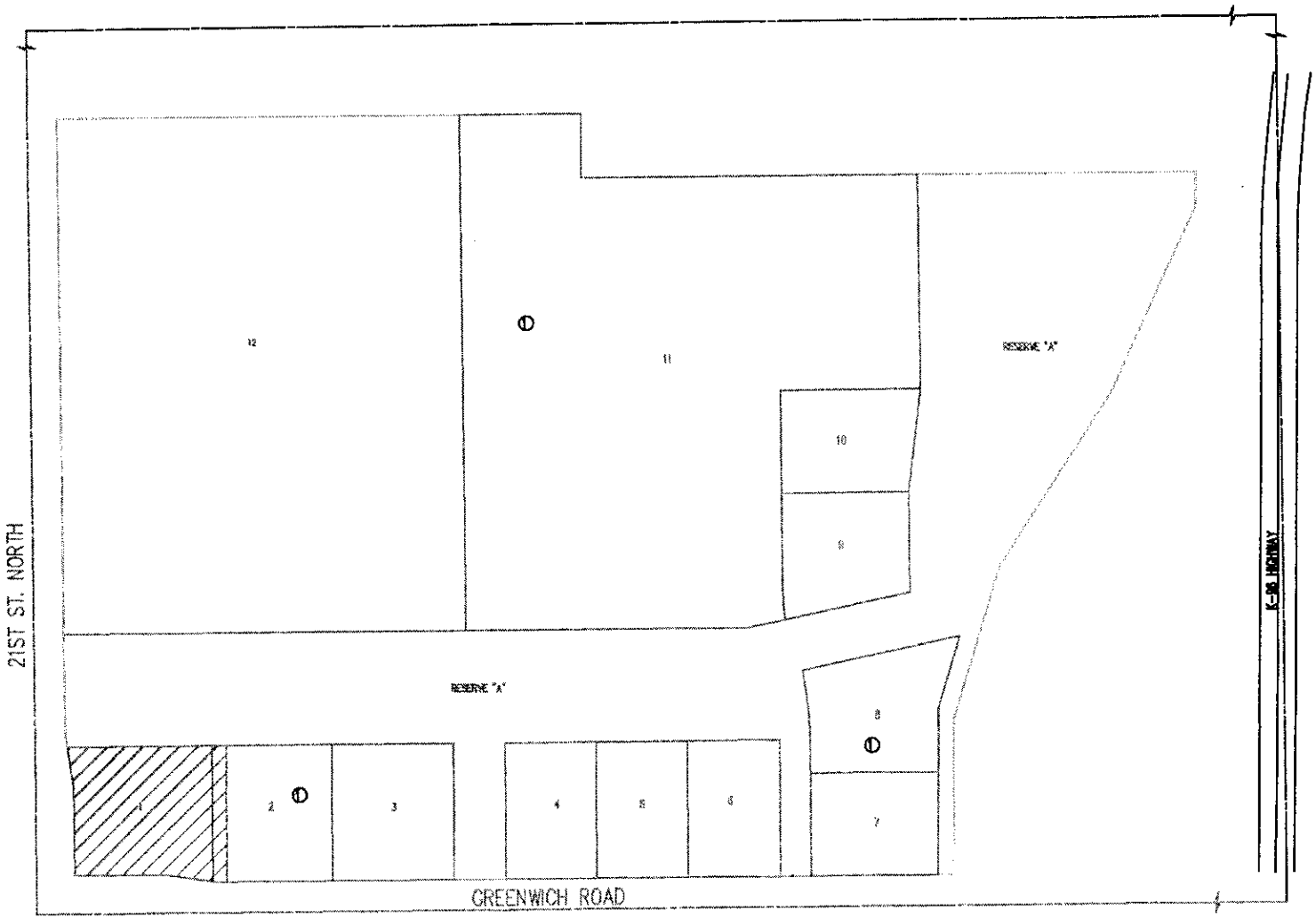
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

REGENCY LAKES COMMERCIAL 2ND ADDITION



PROPOSED IMPROVEMENT DISTRICT

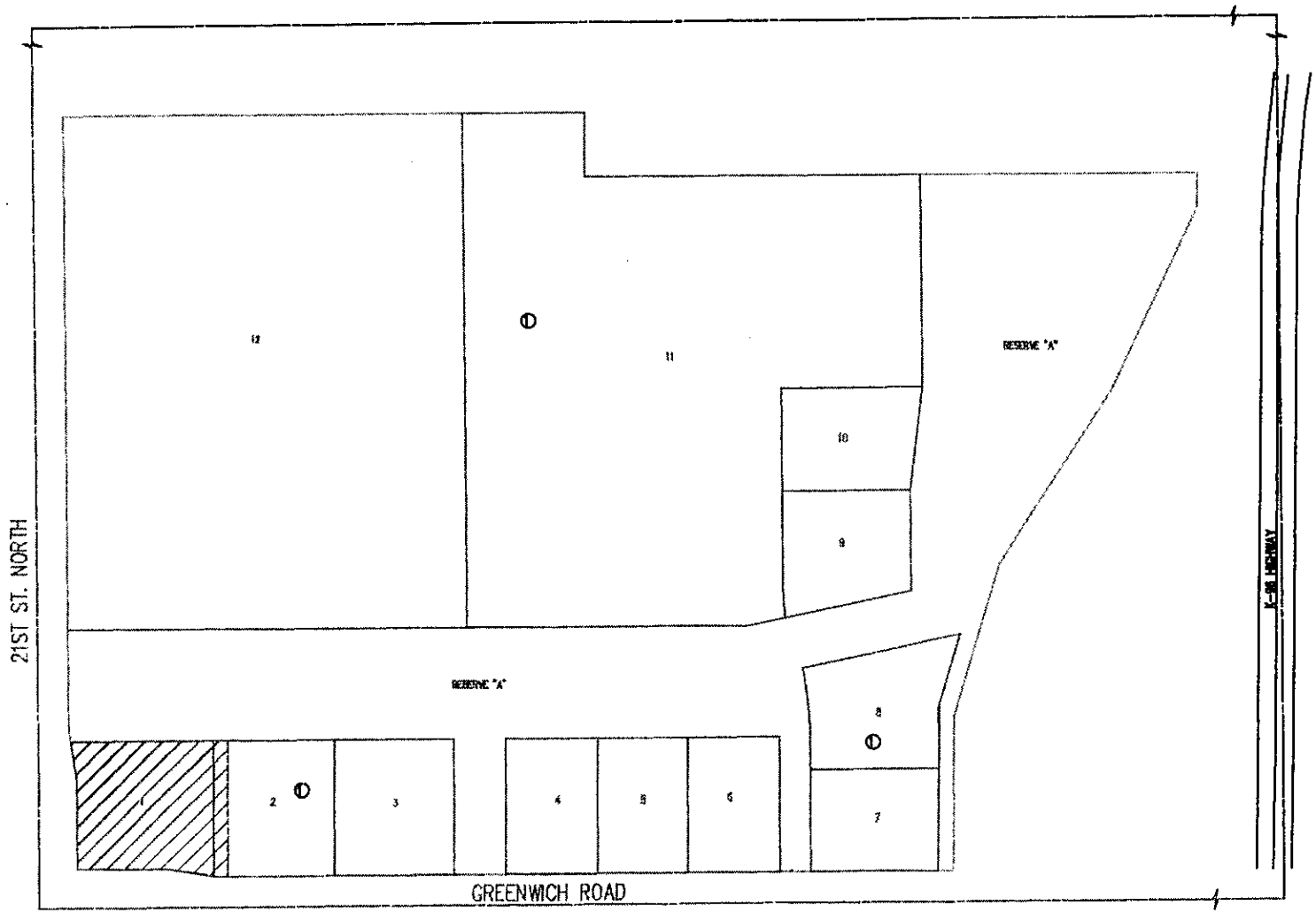
(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita All-America City 1999

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

REGENCY LAKES COMMERCIAL 2ND ADDITION



PROPOSED IMPROVEMENT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita
All-America City
1999

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/15/2008	Sanitary Sewer for part of Regency Lakes Commercial 2nd Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		$34,000		$34,000
Sidewalk				
Water				
Other				
Totals		$34,000		$34,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Sanitary Sewer Utility

Lateral 11, Main 26, WIS

468-84509

13. Recommendation: Approve the petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 4/22/08	Date

RECEIVED

APR 1 1 '08

CITY CLERK OFFICE

SANITARY SEWER PETITION
(04/10/08)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

TRACT "A"
Lot 1 and the south 37.74 feet of Lot 2, Block 1, Regency Lakes Commercial 2nd Addition, an Addition to Wichita, Sedgwick County, Kansas.

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

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being Thirty Four Thousand Dollars ($34,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after May 1, 2008.

(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.

(North of 1st, [illegible])

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis, the same to be assessed as follows: 468-84509

Lateral 11,
Main 26,
WIS

Tract "A" shall pay 100% of the cost payable by the improvement district.

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
TRACT "A"	REGENCY LAND COMPANY, LLC By:_____ George E. Laham, II	

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.

Pat Hutman
Name

303 S. Topeka
Address

262-2691
Telephone Number

Sworn to and subscribed before me this 11 day of April, 2008.

Karen Sublett, City Clerk

Agenda Item No. 31c.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: 2008 Arterial Street and Bridge Design Contracts (Districts II, IV & V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the design contracts.

Background: The 2008 Capital Improvement Program includes funding for arterial street and bridge design projects. On February 19, 2008, the Staff Screening and Selection Committee interviewed nine design companies for the following projects:

Analysis: The projects to be designed, the design companies and the design fees are:

Maize, between Pawnee and Kellogg (District IV)
Poe & Associates $219,203

37th St. North, between Tyler and Maize (District V)
MKEC Engineering Consultants $188,000

Lincoln Bridge at Armour (District II)
Cook, Flatt & Strobel $31,490

Financial Considerations: The design project budgets total $485,000. The funding source is General Obligation Bonds.

Goal Impact: The projects address the Efficient Infrastructure goal by improving arterial streets and a bridge.

Legal Considerations: The Law Department has approved the design agreements and authorizing Ordinances as to legal form.

Recommendation/Action: It is recommended that the City Council approve the design projects, place the Ordinances on first reading, approve the design agreements and authorize the signing of State/Federal agreements as required.

Attachments: Maps, CIP Sheets, Ordinances and Agreements.

W RINGER ST
W KELLOGG RAMP
KELLOGG US 54
S 11TH ST
S LARK CT
S LARK CT
W MERTON ST
W CARR ST
S CARRWOOD DR
S SHEFFORD CIR
W CARR CT
W CARR AVE
W CARR AVE
S MARS ST
W DORA CT
S STONY PT
S DENE ST
W DORA ST
W MAY ST
MAIZE ROAD
JEWELL ST
W RITA CT
S CRESTLINE ST
W LYDIA CT
W RITA ST
W LOTUS ST
S LARK LN
S WESTGAT
W HASK L ST
S FIELDCREST ST
S RUTLEDGE CIR
S PRESCOTT ST
S SHEFFORD ST
PAWNEE AVENUE
W ATLANTA CIR
S WESTGAT CT
N

MAIZE ROAD
N MAI
N REED AVE
N REED AVE
W GRADY AVE
N WALKER AVE
37TH STREET NORTH
W MOSS ROSE ST
N LILY CIR
N LILY CT
N
TYLER ROAD
N TYLER RD
N VALENTIE LN
W HAVENHURST CT

S LONGFELLOW LN
S DOREEN ST
LINCOLN STREET
N
E WATSON ST
S BROADMOOR AVE
S ARMOUR DR
ARMOUR DRIVE
S WATSON LN
E CASTLE DR
S WHITTIER RD
LN ST

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/16/2008	Lincoln Bridge at Armour

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
B-		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	LST	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts	$35,000			$35,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	$35,000			$35,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

Design Only

472-84703

13. Recommendation: Approve the Project, Ordinance, and Design Agreement

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/16/2008	Maize; Pawnee - Kellogg

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-200910		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	LST	TOTAL
Right of Way				
Paving, grading & const.	$240,000			$240,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	$240,000			$240,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

Design Only

472-84697

13. Recommendation: Approve the Project, Ordinance, and Design Agreement

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	4/16/2008	37th St North, Tyler - Maize

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-200803		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	LST	TOTAL
Right of Way				
Paving, grading & const.	$210,000			$210,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	$210,000			$210,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

Design Only

472-84693

13. Recommendation: Approve the Project, Ordinance, and Design Agreement

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE DECLARING **MAIZE ROAD, BETWEEN PAWNEE AND KELLOGG (472-84697)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION 1. That **MAIZE ROAD, BETWEEN PAWNEE AND KELLOGG (472-84697)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Maize Road, between Pawnee and Kellogg (472-84697)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Two Hundred Forty Thousand Dollars ($240,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, 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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE DECLARING **37TH ST. NORTH, BETWEEN TYLER ROAD AND MAIZE ROAD (472-84693)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION 1. That **37TH ST. NORTH, BETWEEN TYLER ROAD AND MAIZE ROAD (472-84693)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **37th St. North, between Tyler Road and Maize Road (472-84693)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Two Hundred Ten Thousand Dollars ($210,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, 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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE DECLARING **THE LINCOLN BRIDGE AT ARMOUR (472-84703)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION 1. That **THE LINCOLN BRIDGE AT ARMOUR (472-84703)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **the Lincoln bridge at Armour (472-84703)** as a main trafficway in the following particulars:

The design of a bridge as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Thirty-Five Thousand Dollars ($35,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, 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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

POE & ASSOCIATES, INC.

for

MAIZE ROAD, PAWNEE TO KELLOGG

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and POE & ASSOCIATES, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

MAIZE ROAD, PAWNEE TO KELLOGG
(Project No. 472 84697)

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements to Maize Road from Pawnee to Kellogg and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $20,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. <u>THE CITY AGREES:</u>

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as

Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84697 **$219,203.00**

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks. The major tasks and accumulated partial payment amounts are listed below:

Accumulated partial payments shall not exceed $109,601.50 (fifty percent of the maximum fee payment amount) until field check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed $153,442.10 (seventy percent of the maximum fee payment amount) until office check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed $175,362.40 (eighty percent of the maximum fee payment amount) until final utility plans allowing for utility relocations or adjustments for the PROJECT have been received and approved by the City Engineer for distribution to the utilities.

Accumulated partial payments for the PROJECT shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

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

CITY OF WICHITA

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

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

ATTEST:

Carol R. Barnes, Assistant Secretary

Exhibit "A"

SCOPE OF SERVICES

MAIZE ROAD, PAWNEE TO KELLOGG
(Project No. 472 84697)

MAIZE ROAD, PAWNEE TO KELLOGG – The ENGINEER shall design a paved street with 3 to 5 lanes, sidewalks and possible landscaped medians between Pawnee and Kellogg. The design will include improvements to the Pawnee intersection with possible signalization. This project will involve looking at drainage considerations, utility relocation, right-of-way requirements, turning requirements, and lane configurations. No water line and/or sanitary sewer work is expected, except for resolution of conflicts with existing facilities as a result of the final design. Funding for this project is available in the current CIP in 2009, thus final plans will be due by the end of 2008. The ENGINEER shall include design of underground storm water sewer along the project and any modifications necessary to existing RCBCs. During the Discovery Phase the ENGINEER is to meet with the area businesses, DAB, the City of Wichita's Design Council, City staff and Wichita City Council to determine the project's scope of improvements and the design criteria. A written document is to be prepared by the ENGINEER stating the scope of physical improvements to be included in the project, and the design goals and issues to be addressed in the Concept Phase. In the Concept Phase the ENGINEER is to prepare conceptual design alternatives to respond to the design criteria and project scope identified and approved earlier in the Discovery Phase. The ENGINEER is to make presentations of the conceptual design alternatives to the associations and boards, Wichita City staff and Wichita City Council; and revise the designs as necessary to secure approval by the Wichita City Council of a final concept. A preliminary cost estimate of the approved concept is to be prepared by the ENGINEER as part of the Concept Phase. The City must approve the initiation of the Construction Design work following the completed Concept Phase. Tract maps to identify right-of-way requirements are part of the Concept Phase. Monument marking of any new right-of-way is considered part of the Construction Design Phase. This project will include coordination of the relocation of utilities as necessary. This project is not expected to have State or Federal funding.

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.

Associated improvements as part of these projects will include permanent traffic signalization system improvements (if required), permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing (when applicable), incidental drainage, sidewalk (when required), identification of additional right-of-way (if required) and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita and the Kansas Department of Transportation (KDOT), and the U.S. Army Corps of Engineers, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council

for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept. A landscape architect should be included on the Consultants' Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved.

In addition, the ENGINEER will notify the City Archaeologist, at 316-978-3195 prior to beginning work on this project.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line Alignments and Profiles. Preliminary water alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work.
6. Right-of-Way. Identify right-of-way requirements for the preliminary concepts developed. Such right-of-way requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in power point presentation.
8. S. I. & A. for Bridges. Perform initial and keep current the inspection/inventory and analysis for completion/update of the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT. ENGINEER shall also provide the CITY with a new S. I. & A. upon completion of the bridge construction, along with the Design Load Ratings ("Load Factor" method) and

pictures, with one copy submitted to KDOT Bridge Engineer.

9. Landscape Plans. When the design has fulfilled the program requirements, submit three (3) sets of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit two (2) sets to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment.
10. Design Council. ENGINEER shall meet with the City's Design Council, to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon at Field Check and/or Office Check Review.

1. Design Council. ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.
   (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. ULCC. The ENGINEER shall prepare Utility Check plans and schedule with ULCC subcommittee for review as early as practical, usually prior to Field Check plan stage. A second ULCC review should be scheduled near Office Check plan stage. Utility coordination procedures shall conform to the current policy of the City Engineer.
3. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and four (4) sets of field check plans to KDOT. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
   (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.
   (b) Submit fifteen (15) sets of field check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of field check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.
   (c) Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the

accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate. However, all bridge projects shall include the cost of soils and boring investigations in the ENGINEER'S fee.

(d) Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of all the right-of-way for utility relocations at a time directed by the CITY.

(e) Prepare legal descriptions for Right of Entry and submit drawings to the City that are suitable for mailing to property owners. Incorporate Right of Entry limits on the plans.

4. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Submit three (3) sets of office check plans to the CITY and, if required, two (2) sets of office check plans to KDOT, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and with KDOT when required.

(b) Identify all known utility conflicts. ENGINEER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings. Utility coordination procedures shall conform to current policy of the City Engineer.

(c) Submit fifteen (15) sets of office check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of office check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.

(d) Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(e) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.

5. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) Final Plan Submittals.

a. Electronic versions of the approved final plans for all projects need to be submitted on CD or DVD in both AutoCAD and .pdf format (.dwg format is

preferred, .dxf is acceptable). Text fonts other than standard AutoCAD fonts are to be included with drawing files. Pdf files should be scalable to 22"x36" and oriented right side up.

b. Two 11"x17" half-scale hardcopies of all plans are required. Four additional half-scale sets are required for all KDOT/Federally funded projects.

c. Mylar plans are required for all water projects and any plans that incorporate water line improvements (both CITY and KDOT). Mylar cover sheet only is required for all other KDOT/Federally funded projects for the signature purposes.

d. Field notes, other pertinent projedct mapping records, supplemental specifications, special provisions and cost esimates are to be provided to the City Engineer for the taking of bids as appropriate for the CITY and/or KDOT.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.

(d) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.

(e) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(f) All applicable coordinate control points and related project staking information shall be furnished on the plans, as well as on a CD-ROM in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

(g) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(h) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

6. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.

7. Post Letting.

(a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

(b) The ENGINEER shall meet with effected property owners, along with City staff, at a preconstruction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

(c) The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

8. Project Milestone. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Concepts of the PROJECT by **April 14, 2008**.

(b) Field check plans of the PROJECT are due **July 14, 2008**.

(c) Office check plans are due **October 13, 2008**.

(d) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents) by **December 15, 2008.**

Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Exhibit B

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

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

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

B. Requirements of the State of Kansas:

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

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

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

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

37TH STREET NORTH, TYLER ROAD TO MAIZE ROAD

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

37TH STREET NORTH, TYLER ROAD TO MAIZE ROAD
(Project No. 472 84693)

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements to 37th Street North from Tyler Road to Maize Road and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $20,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as

Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84693 **$188,000.00**

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks. The major tasks and accumulated partial payment amounts are listed below:

Accumulated partial payments shall not exceed $94,000.00 (fifty percent of the maximum fee payment amount) until field check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed $131,600.00 (seventy percent of the maximum fee payment amount) until office check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed $150,400.00 (eighty percent of the maximum fee payment amount) until final utility plans allowing for utility relocations or adjustments for the PROJECT have been received and approved by the City Engineer for distribution to the utilities.

Accumulated partial payments for the PROJECT shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

principal

(Name & Title)

Jay Anglemyer, P.E.

ATTEST:

Exhibit "A"

SCOPE OF SERVICES

37TH STREET NORTH, TYLER ROAD TO MAIZE ROAD
(Project No. 472 84693)

37th STREET NORTH, TYLER ROAD TO MAIZE ROAD – The ENGINEER shall design a paved street with 3 to 5 lanes, sidewalks and possible landscaped medians between Tyler Road and Maize Road. The design will include Improvements to the Maize Road intersection with possible signalization and the project will tie into the improved intersection at 37th and Tyler, designed by Baughman Company. This project will involve looking at drainage considerations, utility relocation, right-of-way requirements, turning requirements, and lane configurations. No water line and/or sanitary sewer work is expected, except for resolution of conflicts with existing facilities as a result of the final design. Final plans will be due by the end of 2008 in the event that City Council would want to have this project constructed in 2009. Accordingly, construction sequencing shall allow completion of the project prior to August 2009. The ENGINEER shall evaluate construction phasing that would allow for closing portions of 37th Street North, if feasible, to expedite the completion of the project. However, direct residential, business and church property access must be maintained at all times. The ENGINEER shall coordinate with the City of Maize and the Maize School District to accommodate their proposed development plan and new schools construction. The City of Wichita intends to provide signalization of the intersection at Tyler and 37th Street North by separate project. The ENGINEER shall include design of underground storm water sewer along the project and any modifications necessary to existing RCBCs. During the Discovery Phase the ENGINEER is to meet with the area businesses, DAB, the City of Wichita's Design Council, City staff, Wichita City Council and Maize City Council to determine the project's scope of improvements and the design criteria. A written document is to be prepared by the ENGINEER stating the scope of physical improvements to be included in the project, and the design goals and issues to be addressed in the Concept Phase. In the Concept Phase the ENGINEER is to prepare conceptual design alternatives to respond to the design criteria and project scope identified and approved earlier in the Discovery Phase. The ENGINEER is to make presentations of the conceptual design alternatives to the associations and boards, Wichita City staff, Wichita City Council and the City of Maize; and revise the designs as necessary to secure approval by the Wichita City Council and the City of Maize of a final concept. A preliminary cost estimate of the approved concept is to be prepared by the ENGINEER as part of the Concept Phase. The City must approve the initiation of the Construction Design work following the completed Concept Phase. Tract maps to identify right-of-way requirements are part of the Concept Phase. Monument marking of any new right-of-way is considered part of the Construction Design Phase. This project will include coordination of the relocation of utilities as necessary. This project is not expected to have State or Federal funding.

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.

Associated improvements as part of these projects will include permanent traffic signalization system improvements (if required), permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing (when applicable), incidental drainage, sidewalk (when required), identification of additional right-of-way (if required) and furnishing tract drawings and legal descriptions

for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita and the Kansas Department of Transportation (KDOT), and the U.S. Army Corps of Engineers, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept. A landscape architect should be included on the Consultants' Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved.

In addition, the ENGINEER will notify the City Archaeologist, at 316-978-3195 prior to beginning work on this project.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line Alignments and Profiles. Preliminary water alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work.
6. Right-of-Way. Identify right-of-way requirements for the preliminary concepts developed. Such right-of-way requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.

7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in power point presentation.
8. S. I. & A. for Bridges. Perform initial and keep current the inspection/inventory and analysis for completion/update of the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT. ENGINEER shall also provide the CITY with a new S. I. & A. upon completion of the bridge construction, along with the Design Load Ratings ("Load Factor" method) and pictures, with one copy submitted to KDOT Bridge Engineer.
9. Landscape Plans. When the design has fulfilled the program requirements, submit three (3) sets of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit two (2) sets to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment.
10. Design Council. ENGINEER shall meet with the City's Design Council, to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon at Field Check and/or Office Check Review.

1. Design Council. ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.

   (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. ULCC. The ENGINEER shall prepare Utility Check plans and schedule with ULCC subcommittee for review as early as practical, usually prior to Field Check plan stage. A second ULCC review should be scheduled near Office Check plan stage. Utility coordination procedures shall conform to the current policy of the City Engineer.
3. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and four (4) sets of field check plans to KDOT. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
   (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the

ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.

(b) Submit fifteen (15) sets of field check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of field check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.

(c) Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate. However, all bridge projects shall include the cost of soils and boring investigations in the ENGINEER'S fee.

(d) Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of all the right-of-way for utility relocations at a time directed by the CITY.

(e) Prepare legal descriptions for Right of Entry and submit drawings to the City that are suitable for mailing to property owners. Incorporate Right of Entry limits on the plans.

4. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Submit three (3) sets of office check plans to the CITY and, if required, two (2) sets of office check plans to KDOT, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and with KDOT when required.

(b) Identify all known utility conflicts. ENGINEER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings. Utility coordination procedures shall conform to current policy of the City Engineer.

(c) Submit fifteen (15) sets of office check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of office check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.

(d) Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(e) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if

requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.

5. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
   (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
   (b) Final Plan Submittals.
      a. Electronic versions of the approved final plans for all projects need to be submitted on CD or DVD in both AutoCAD and .pdf format (.dwg format is preferred, .dxf is acceptable). Text fonts other than standard AutoCAD fonts are to be included with drawing files. Pdf files should be scalable to 22"x36" and oriented right side up.
      b. Two 11"x17" half-scale hardcopies of all plans are required. Four additional half-scale sets are required for all KDOT/Federally funded projects.
      c. Mylar plans are required for all water projects and any plans that incorporate water line improvements (both CITY and KDOT). Mylar cover sheet only is required for all other KDOT/Federally funded projects for the signature purposes.
      d. Field notes, other pertinent projedct mapping records, supplemental specifications, special provisions and cost esimates are to be provided to the City Engineer for the taking of bids as appropriate for the CITY and/or KDOT.
   (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
   (d) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.
   (e) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
   (f) All applicable coordinate control points and related project staking information shall be furnished on the plans, as well as on a CD-ROM in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
   (g) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.
   (h) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.
6. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
7. Post Letting.
   (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
   (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
   (c) The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
8. Project Milestone. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time

allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Concepts of the PROJECT by **April 14, 2008**.
(b) Field check plans of the PROJECT are due **July 21, 2008**.
(c) Office check plans are due **September 15, 2008**.
(d) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents) by **November 10, 2008.**

Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Exhibit B

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

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

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

B. Requirements of the State of Kansas:

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

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

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

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

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

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

COOK, FLATT & STROBEL ENGINEERS, P.A.

for

LINCOLN BRIDGE AT ARMOUR

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and COOK, FLATT & STROBEL ENGINEERS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

LINCOLN BRIDGE AT ARMOUR
(Project No. 472 84703)

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements to the Lincoln Bridge at Armour and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as

Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84703 **$31,490.00**

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks. The major tasks and accumulated partial payment amounts are listed below:

Accumulated partial payments shall not exceed $15,745.00 (fifty percent of the maximum fee payment amount) until field check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed $22,043.00 (seventy percent of the maximum fee payment amount) until office check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed $25,192.00 (eighty percent of the maximum fee payment amount) until final utility plans allowing for utility relocations or adjustments for the PROJECT have been received and approved by the City Engineer for distribution to the utilities.

Accumulated partial payments for the PROJECT shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

COOK, FLATT & STROBEL ENGINEERS, P.A.

(Name & Title)
Melvin D. Chapman
Vice President

ATTEST:

Exhibit "A"

SCOPE OF SERVICES

LINCOLN BRIDGE AT ARMOUR
(Project No. 472 84703)

LINCOLN BRIDGE @ ARMOUR - The ENGINEER shall provide professional services for reconstructing the bridge/box culvert. During the Discovery Phase the ENGINEER is to meet with the area businesses, DAB, the City's Design Council, City staff, and City Council to determine the project's scope of improvements, design criteria and to determine if the bridge can be reconstructed such that the resultant bridge is above the minimum level of service. A written document is to be prepared by the ENGINEER stating the scope of physical improvements to be included in the project, and design goals and issues to be addressed in the Concept Phase. In the Concept Phase the ENGINEER is to prepare conceptual design alternatives to respond to the design criteria and project scope identified and approved earlier in the Discovery Phase. The ENGINEER is to make presentations of the conceptual design alternatives to the associations and boards, City staff, and City Council; and revise the designs as necessary to secure approval by the City Council of a final concept. A preliminary cost estimate of the approved concept is to be prepared by the ENGINEER as part of the Concept Phase. This project will include coordination of the relocation of utilities as necessary. No water line or sewer work is expected. This project is not expected to have State or Federal funding.

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.

Associated improvements as part of these projects will include permanent traffic signalization system improvements (if required), permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing (when applicable), incidental drainage, sidewalk (when required), identification of additional right-of-way (if required) and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita and the Kansas Department of Transportation (KDOT), and the U.S. Army Corps of Engineers, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept. A landscape architect should be included on the Consultants' Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved.

In addition, the ENGINEER will notify the City Archaeologist, at 316-978-3195 prior to beginning work on this project.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line Alignments and Profiles. Preliminary water alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work.
6. Right-of-Way. Identify right-of-way requirements for the preliminary concepts developed. Such right-of-way requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in power point presentation.
8. S. I. & A. for Bridges. Perform initial and keep current the inspection/inventory and analysis for completion/update of the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT. ENGINEER shall also provide the CITY with a new S. I. & A. upon completion of the bridge construction, along with the Design Load Ratings ("Load Factor" method) and pictures, with one copy submitted to KDOT Bridge Engineer.
9. Landscape Plans. When the design has fulfilled the program requirements, submit three (3) sets of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit two (2) sets to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment.
10. Design Council. ENGINEER shall meet with the City's Design Council, to review the

PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon at Field Check and/or Office Check Review.

1. Design Council. ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.
   (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. ULCC. The ENGINEER shall prepare Utility Check plans and schedule with ULCC subcommittee for review as early as practical, usually prior to Field Check plan stage. A second ULCC review should be scheduled near Office Check plan stage. Utility coordination procedures shall conform to the current policy of the City Engineer.
3. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and four (4) sets of field check plans to KDOT. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
   (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.
   (b) Submit fifteen (15) sets of field check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of field check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.
   (c) Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate. However, all bridge projects shall include the cost of soils and boring investigations in the ENGINEER'S fee.
   (d) Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and

with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of all the right-of-way for utility relocations at a time directed by the CITY.

(e) Prepare legal descriptions for Right of Entry and submit drawings to the City that are suitable for mailing to property owners. Incorporate Right of Entry limits on the plans.

4. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Submit three (3) sets of office check plans to the CITY and, if required, two (2) sets of office check plans to KDOT, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and with KDOT when required.

(b) Identify all known utility conflicts. ENGINEER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings. Utility coordination procedures shall conform to current policy of the City Engineer.

(c) Submit fifteen (15) sets of office check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of office check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.

(d) Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(e) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.

5. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) Final Plan Submittals.

a. Electronic versions of the approved final plans for all projects need to be submitted on CD or DVD in both AutoCAD and .pdf format (.dwg format is preferred, .dxf is acceptable). Text fonts other than standard AutoCAD fonts are to be included with drawing files. Pdf files should be scalable to 22"x36" and oriented right side up.

b. Two 11"x17" half-scale hardcopies of all plans are required. Four additional half-scale sets are required for all KDOT/Federally funded projects.

c. Mylar plans are required for all water projects and any plans that incorporate water line improvements (both CITY and KDOT). Mylar cover sheet only is

required for all other KDOT/Federally funded projects for the signature purposes.

d. Field notes, other pertinent projedct mapping records, supplemental specifications, special provisions and cost esimates are to be provided to the City Engineer for the taking of bids as appropriate for the CITY and/or KDOT.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.

(d) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.

(e) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(f) All applicable coordinate control points and related project staking information shall be furnished on the plans, as well as on a CD-ROM in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

(g) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(h) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

6. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.

7. Post Letting.

(a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

(b) The ENGINEER shall meet with effected property owners, along with City staff, at a preconstruction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

(c) The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

8. Project Milestone. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Concepts of the PROJECT by **April 14, 2008**.

(b) Field check plans of the PROJECT are due **June 9, 2008**.

(c) Office check plans are due **September 8, 2008**.

(d) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents) by **October 20, 2008.**

Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Exhibit B

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

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

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

B. Requirements of the State of Kansas:

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

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

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

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

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

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE DECLARING **37TH ST. NORTH, BETWEEN TYLER ROAD AND MAIZE ROAD (472-84693)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That **37TH ST. NORTH, BETWEEN TYLER ROAD AND MAIZE ROAD (472-84693)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **37th St. North, between Tyler Road and Maize Road**

(472-84693) as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Two Hundred Ten Thousand Dollars ($210,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. l2-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. l2-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, 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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE DECLARING **MAIZE ROAD, BETWEEN PAWNEE AND KELLOGG (472-84697)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That **MAIZE ROAD, BETWEEN PAWNEE AND KELLOGG (472-84697)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Maize Road, between Pawnee and Kellogg (472-84697)**

as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Two Hundred Forty Thousand Dollars ($240,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. l2-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. l2-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, 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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE DECLARING **THE LINCOLN BRIDGE AT ARMOUR (472-84703)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That **THE LINCOLN BRIDGE AT ARMOUR (472-84703)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **the Lincoln bridge at Armour (472-84703)** as a main

trafficway in the following particulars:

The design of a bridge as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Thirty-Five Thousand Dollars ($35,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. l2-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. l2-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, 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 _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 32a.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Library Custodial Cleaning Contracts (District I)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Redirect Library Custodial Services Contract.

Background: The original Library Custodial Services contract was awarded to Service Master at the December 11, 2007 City Council meeting. City staff has cancelled that contract due to non-compliance with the specifications per Library and Public Works Department staff and is requesting approval to redirect the Library Custodial Services Contract to Wilson Building Services, which was the previous contractor for this contract. Wilson Building Maintenance was ranked by the selection committee as the number two proposal response.

Analysis: Formal proposals were received on November 10, 2007, from six (6) vendors on six (6) different Contract options to cover the work listed in the RFP. These proposals were reviewed by the Staff Screening & Selection Committee on November 15, 2007, and the committee recommended entering into three separate contracts. Selected service providers were Service Master and His-N-Hers Cleaning, both of which are Emerging Businesses, and Wilson Building Services, a Woman-Owned Business Enterprise. The total annual cost of these three contracts would be $364,586.20, which is an increase of $54,586.20 over the amount currently budgeted for these services in 2008. Redirecting this contract is an increase of $392.56 per month.

Financial Considerations: The 2008 funding for the custodial contract is not sufficient to maintain the required level of services based on the new minimum wage and the current bids for providing custodial services. A budget adjustment will be required which will be handled in the 2008 Revised Budget.

Goal Impact: These contracts will support the Ensure Efficient Infrastructure Goal by providing clean, well maintained, buildings to help optimize the City's services to the community.

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

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

Attachments:

1. Contract for Janitorial Services for Central Public Library (233 S. Main)

CONTRACT
for
JANITORIAL SERVICES
FOR
CENTRAL PUBLIC LIBRARY (233 S. MAIN)

BLANKET PURCHASE ORDER NUMBER BP700118

THIS CONTRACT entered into this 6th day of May, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **WILSON BUILDING MAINTENANCE, INC.** (Vendor Code Number 809007-001), whose principal office is at 624 E.1st, Wichita, Kansas, 67202-7202, and whose telephone Number (316) 264-0699, hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited bids for **Janitorial Services for the Central Public Library** (Formal Proposal – FP700066) [Commodity Code Number 91039]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP700066 [Commodity Code Number 91039], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP700066, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **VENDOR** the following **unit price** for **Janitorial Services for the Central Public Library (233 S. Main)** for Formal Proposal – FP700066 [Commodity Code Number 91039, for the Public Works Department, Fleet and Building Maintenance Division as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of October 10, 2007, and as approved by the City Council on May 6, 2008.

Item Number	Description	Unit Cost Per Month
	Group 1:	
1	**Central Public Library, 233 S. Main, Wichita, KS**	**$10,221.60**
	Additional and emergency services rates: **General Cleaner @ $18.65 per hour** **Floor Person @ $26.60 per hour** **Supervisor @ $35.80 per hour**	

PRICES ARE TO BE FIRM FOR A MINIMUM OF ONE (1) YEAR.

3. **Term.** The term of this contract shall be from **May 1, 2008 through December 31, 2008**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. After the initial first year of contractual services is completed, **VENDOR** may request an increase in the total annual cost of the contract, based on the previous year posted increase in the Consumer Price Index (CPI). This request for CPI increase may be considered by the **CITY**, however it will not be automatically granted. The applicant for this increase must meet with, and be granted, the approval of the Governing body for a portion or potentially all of the increase sought. This contract is subject to cancellation by the **CITY** at its discretion at any time within the original contract term, or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **VENDOR** shall furnish the **CITY** within ten (10) days of contract execution with a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of **Ten Thousand Dollars ($10,000.00)** conditioned upon provision of janitorial service without claim arising from misappropriation, theft or fraud relating to City property.

5. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 each occurrence $500,000 each aggregate
Property Damage Liability	$500,000 each occurrence $500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each occurrence $500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$500,000 each accident
Property Damage Liability	$500,000 each accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	$100,000 each accident

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

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

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

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

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

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

12. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

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

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

ATTEST:

Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstoff
Director of Law

WILSON BUILDING MAINTENANCE, INC.

Signature

Anita L. Oberwortmann
Print Signature Name

President
Title *(President or Corporate Officer)*

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

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

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Agenda Item No. 32b.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking in Edge Water Addition (south of 45th Street North, west of Hoover) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the water and sewer improvements in Edge Water Addition on August 7, 2007. On January 8, 2008 the City approved an Agreement with Baughman Company, P.A. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Baughman provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of $19,720 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of water and sewer improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

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

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 8, 2008

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated January 8, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **EDGE WATER ADDITION** (south of 45th Street North, west of Hoover).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

STAKING & AS-BUILT

(as per the City of Wichita Standard Construction Engineering Practices)

WATER DISTRIBUTION SYSTEM NO. 448 90313 serving Lot 1, Block A; Lots 28 through 82, Block A; Lots 1 through 13, Block B; Lots 30 through 42, Block B; Lots 14 through 39, Block C; Lots 52 through 67, Edge Water Addition (south of 45th Street North, west of Hoover) (Project No. 448 90313

LATERAL 1, MAIN 24, SOUTHWEST INTERCEPTOR SEWER serving Lots 1 through 89, Block A; Lots 1 through 42, Block B; Lots 13 through 40, Block C; Lots 49 through 67, Block D, Edge Water Addition (south of 45th Street North, west of Hoover) (Project No. 468 84365).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including

lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

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 shall be made on the basis of the lump sum fee specified below:

Project No. 448 90313	$ **6,270.00**
Project No. 468 84365	$**13,450.00**
TOTAL	$**19,720.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

_____
N. Brent Wooten, President

ATTEST:

_____

Agenda Item No. 32c.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking in Meadowlake Beach Addition (north of 55th Street South, west of Clifton) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the water and sewer improvements in Meadowlake Beach Addition on March 13, 2007. On June 19, 2007 the City approved an Agreement with Baughman Company, P.A. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Baughman provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of $15,900 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of water and sewer improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

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

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 19, 2007

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 19, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **MEADOWLAKE BEACH ADDITION** (north of 55th Street south, west of Clifton).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

STAKING & AS-BUILT

(as per the City of Wichita Standard Construction Engineering Practices)

WATER DISTRIBUTION SYSTEM NO. 448 90285 serving Lots 1 through 93, Block A; Lots 1 through 38, Block B; Lots 1 through 40, Block C, Meadowlake Beach Addition (north of 55th Street South, west of Clifton) (Project No. 448 90285).

WATER DISTRIBUTION SYSTEM NO. 448 90286 serving Lots 81 through 93, Block A; Lots 14 through 21, Block B; Lots 1 through 40, Block C, Meadowlake Beach Addition (north of 55th Street South, west of Clifton) (Project No. 448 90286).

LATERAL 2, MAIN 3, BOEING SANITARY SEWER serving Lots 75 through 93, Block A; Lots 13 through 21, Block B; Lots 1 through 40, Block C, Meadowlake Beach Addition and Unplatted Tract “A” (north of 55th Street South, west of Clifton) (Project No. 468 84340).

STORM WATER SEWER NO. 639 serving Lots 81 through 93, Block A; Lots 14 through 21, Block B; Lots 1 through 40, Block C, Meadowlake Beach Addition (west of Clifton, north of 63rd Street South) (Project No. 468 84446).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and

shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

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 shall be made on the basis of the lump sum fee specified below:

Project No. 448 90285	$ **2,600.00**
Project No. 448 90286	$ **2,230.00**
Project No. 468 84340	$ **5,350.00**
Project No. 468 84446	$ **5,720.00**
Total	**$15,900.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

_____
N. Brent Wooten, President

ATTEST:

_____

PROJECT NO. 235-87 KA-0161-02
STP-NCPD-IMD-HPD-235-1(194)
SURFACING
CITY OF WICHITA, KANSAS

AGREEMENT

PARTIES: **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

The City of Wichita, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The Secretary has authorized a surfacing project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The Secretary desires to construct the Project on I-235 a city connecting link for State Highway. The City agrees to the Project in the City. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state or federal funds or a combination of state and federal funds.

PROJECT: The Secretary and the City desire to enter into this Agreement for the construction of a Project for the improvement of I-235 in the City and is described as follows:

Reconstruction of interchanges on I-235 at US-54 (Kellogg) and Central Avenue.

EFFECTIVE DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

ARTICLE I

THE SECRETARY AGREES:

1. The Project shall be undertaken and completed by the Secretary except as otherwise modified by this Agreement.

2. In the name of the Secretary, to perform appraisal and acquisition work including condemnation, if necessary, for rights of way and easements as shown on the Project plans. All costs for rights of way and easements as shown on the Project plans will be paid for with state funds or federal funds or a combination of state and federal funds.

3. To receive and disburse all funds directly to the Parties involved in acquisition of rights of way and easements.

4. To prepare the Project plans, let the contract for the Project and administer the construction of the Project as required by the Federal Highway Administration to negotiate with and report to the Federal Highway Administration and administer the payments due the contractor.

5. All construction items included in the Project plans shall be paid for with state funds or federal funds or a combination of state and federal funds.

6. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Secretary will defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, agents, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the City for negligent acts or omissions of the City or its authorized representatives or employees.

7. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses that either the Secretary or the City or both incur in defending the claim.

ARTICLE II

THE CITY AGREES:

1. It shall, by resolution, authorize the Secretary to undertake and complete the Project within the corporate limits of the City.

2. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements, unless the Secretary determines the City will incur an unnecessary hardship. The City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and construction of the Project.

3. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the Project plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the

Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than 12 feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the rights of way limits except as provided by state laws.

4. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

5. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

6. To maintain the control of access rights and to prohibit the construction or use of any entrance or access points along the Project other than those shown on the Project plans. The City agrees any exceptions therefrom must be approved by the Secretary.

7. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. Under the terms of the Federal-Aid Highway Acts and the rules and regulations of the Federal Highway Administration, states and cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and streets, provided, however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of the state of Kansas and federal requirements.

2. The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or

adjusted will be located or relocated in accordance with the current version of the Kansas Department of Transportation Utility Accommodation Policy (UAP), as amended or supplemented.

If the City has a population of less than 2,501 (based on the U.S. Bureau of Census-2000 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned utility facilities located on public rights of way as necessary to construct the Project in accordance with the final design plans. The payment of such expense by the Secretary shall be by a separate utility adjustment agreement between the Secretary and the City. If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2000 Census), the utility owners shall be responsible for the expense to remove or adjust all utility facilities on public rights of way as necessary to construct the Project in accordance with the final design plans. The expense of removal or adjustment of utility facilities located on private easements shall be reimbursed to the utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate utility adjustment agreement between the Secretary and the utility owners.

3. The final design plans for the Project are by reference made a part of this Agreement.

4. They shall determine the manner in which traffic is to be handled during construction. It is therefore agreed between the Parties before Project plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the Project plans. If revisions to the traffic handling plan are proposed during the progress of construction, the City and the Secretary shall approve such revisions before they become effective.

5. They have in the past entered into an agreement covering routine maintenance of the city connecting link, and it is the intention of the Secretary and the City the agreement for routine maintenance shall remain in full force and effect and the mileage set out thereon shall not be affected by this Agreement.

6. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference.

7. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

9. No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

_____
CITY CLERK (Date)

_____
MAYOR

(SEAL)

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary for Engineering and
State Transportation Engineer

APPROVAL AS TO FORM

Gary Rebenstorf, Director of Law

FORM APPROVED BY
HAH 3/17/08
Legal Dept. KDOT

Agenda Item No. 32d.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement with the Kansas Department of Transportation for improvements to the Interchanges on I-235 at US-54 (Kellogg) and Central.
(District s IV, V &VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The Kansas Department of Transportation (KDOT) intends to reconstruction the interchanges on I-235 at Kellogg and Central. Because this section of I-235 is located within the city limits and because the operation and maintenance of I-235 and other federal and state highway connecting links are covered by another agreement between the State and City, it is necessary for the City and KDOT to enter into an agreement for this construction project.

Analysis: The Agreement authorizes the work to be done within the city limits. It contains a provision whereby the City and KDOT shall mutually agree on how traffic will be handled during construction. I-235 traffic and access through local streets is maintained.

Financial Considerations: There is no cost to the City associated with this Agreement.

Goal Impact: This Agreement addresses the Efficient Infrastructure Goal by providing improved, safer highway connecting links within the City.

Legal Considerations: The City/State Agreement has been approved as to form by the Law Department.

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

Attachments: Agreement

THIS AGREEMENT made and entered into this 18th day of December, 2007, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Cesar A. Moran, party of the second part (hereinafter "Owner").

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner and property owned by others; and

WHEREAS, Owner is the owner of real property legally described as Lots 30, 32, 34, 36 except west 5 feet for street/4.5 feet for alley, on Washington Ave. in H. O. Burleigh's 3rd Addition to the City of Wichita, ; and

WHEREAS, Owner wishes to Build a Metal Building.

WHEREAS, City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq..

NOW, THEREFORE, the parties hereto agree as follows:

1. City shall grant Owner's Private Improvements As Proposed to said real property, notwithstanding the fact that not all the public improvements normally required to be constructed prior to Private Improvements As Proposed have been constructed.

2. Owner, on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of Washington Ave. Street Paving by City, but nothing contained herein shall be deemed to be a waiver by Owner of his right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the

portion of the cost of said construction assessed against Owner's said real property.

3. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

IN WITNESS WHEREOF, said parties have set their hand this 18th day of December, 2007.

Owner(s) please sign, then type or print name below signature:

Cesar A. Moran

Cesar A. Moran

CITY OF WICHITA

By _____
MAYOR

Approved as to form: City Attorney

STATE OF KANSAS)
SEDGWICK COUNTY) SS

BE IT REMEMBERED that on this 18th day of December 2007, came Cesar A. Moran to me personally known to be the same person X who executed the foregoing instrument of writing, and said person X duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 18th day of December, 2007.

Kristine A. Ibarra
Notary Public

My Commission expires July 21, 2008

KRISTINE A. IBARRA
Notary Public - State of Kansas
My Appt. Expires 7-21-08

STATE OF KANSAS)
SEDGWICK COUNTY) SS

BE IT REMEMBERED that on this _____ day of _____, came _____ to me personally known to be the same person _____ who executed the foregoing instrument of writing, and said person _____ duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this _____ day of _____, 19___.

_____
Notary Public

My Commission expires _____

Agenda Item No. 32e.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: No Protest Agreement: Washington Street Paving, South of 13th (Districts I & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The owner of Lots 30-36, H.O. Burleigh's 3rd Addition requested a building permit to construct a commercial building on the site. The property is adjacent to an unpaved portion of Washington, south of 13th. Since it was not practical to obtain a valid paving petition, the property owner has submitted an agreement that ensures that neither he nor any subsequent property owner will protest a future paving petition.

Analysis: Without the agreement, the property would remain vacant.

Financial Considerations: There is no cost to the City.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by facilitating a future street paving project.

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

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

Attachments: Agreement.

Agenda Item No. 33a.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Country Hollow Addition (south of Kellogg, east of 127th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Country Hollow Addition on January 10, 2006.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of paving in Country Hollow Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of $31,900 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

COUNTRY HOLLOW ADDITION

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

LAGUNA/GLEN WOOD from west line of Lot 7, Block 4 to the south line of Lot 12, Block 4; **SIERRA HILLS** from the south line of Laguna to the south line of Lot 1, Block 5; **GLEN WOOD COURT** serving Lots 13 through 24, Block 5 from the east line of Glen Wood to and including the cul-de-sac; **LAGUNA CIRCLE** serving Lots 2 through 12, Block 5 from the east line of Laguna to and including the cul-de-sac; **GILBERT COURT** serving Lots 20 through 28, Block 4 from the south line of Gilbert to and including the cul-de-sac; **GILBERT** from the west line of Lot 28, Block 4 to the east line of Lot 20, Block 4 (south of Kellogg, east of 127th Street East) (Project No. 472 84351).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Country Hollow Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84351 $**31,900.00**

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

_____
(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

volved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the paving improvements by **120 days from notice to proceed**. (Project No. 472 84351).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

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

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

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

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

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Agenda Item No. 33b.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Monarch Landing Second Addition (north of 21st, west of 159th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Monarch Landing Second Addition on October 16, 2007.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of paving in Monarch Landing Second Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of $46,900 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

MONARCH LANDING SECOND ADDITION

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

24TH STREET from the west line of Monarch Landing Second Addition to the east line of Lot 1, Block 2; **CHELMSFORD** from the north line of 24th Street to the north line of Lot 13, Block 1; **RIDGEHURST/-RIDGEHURST COURT** from the north line of 24th Street to the east line of Lot 10, Block 3; **GRAYSTONE/GRAYSTONE COURT** from the south line of Lot 6, Block 4 to the south line of 24th Street; **GRAYSTONE CIRCLE** serving Lots 39 through 52, Block 1, from the north line of 24th Street to and including the cul-de-sac (north of 21st, west of 159th Street East) (Project No. 472 84612).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Monarch Landing Second Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84612 $**46,900.00**

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

_____
(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

volved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the paving improvements by**<u>120 days from notice to proceed</u>**. (Project No. 472 84612).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

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

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

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

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

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Agenda Item No. 34a.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Gypsum Creek Improvement, north of Pawnee, west of Woodlawn. (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On December 18, 2007, the City Council approved a construction contract with Dondlinger & Sons Construction Company for Gypsum Creek improvements. After the work began, it was determined that additional stone rip-rap is needed at the Drollinger Street pedestrian bridge. Also, additional soil removal is needed to match the upstream and downstream slope of Gypsum Creek.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is $18,700 with the total paid by the Storm Water Utility. The original contract amount is $848,864. This Change Order represents 2.20% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving Gypsum Creek Drainage

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

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

Attachments: Change Order.

3248

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

March 7, 2008
CHANGE ORDER

To: Dondlinger & Sons Construction Co., Inc.

Change Order No.: 1
Purchase Order No.: 701490
CHARGE TO OCA No.: 660804

Project: Gypsum Creek Flood Control, Pawnee Street to Woodlawn Avenue
Project No.: 468-84224
OCA No.: 660804
PPN: 866005

Please perform the following extra work at a cost not to exceed **$18,700.00**

Install 350 square yards of Rip-Rap toe protection along the north and south banks of the Gypsum Creek at the Drollinger Pedestrian Bridge. Excavate 200 cubic yards at the same location to match new cross-sections upstream and down stream of the pedestrian bridge.

Add:

Creek Improvements at Drollinger Street Pedestrian Bridge	1 LS @ $18,700.00 =	$18,700.00

CIP Budget Amount: $2,100,000.00
Consultant: HNTB
Total Exp. & Encum. To Date: $1,036,256.14
CO Amount: $18,700.00
Unencum. Bal. After CO: $1,045,043.86

Original Contract Amt.: $ 848,864.00
Current CO Amt.: $18,700.00
Amt. of Previous CO's: $0.00
Total of All CO's: $18,700.00
% of Orig. Contract / 25% Max.: 2.20%
Adjusted Contract Amt.: $867,564.00

Recommended By:

Lawrence Schaller, P.E. — Date 3/27/08
Construction Engineer

Approved:

Jim Armour, P.E. — Date 4-17-08
City Engineer

Approved:

Contractor — Date 3-25-08

Approved:

Chris Carrier, P.E. — Date 4-18-08
Director of Public Works

Approved as to Form:

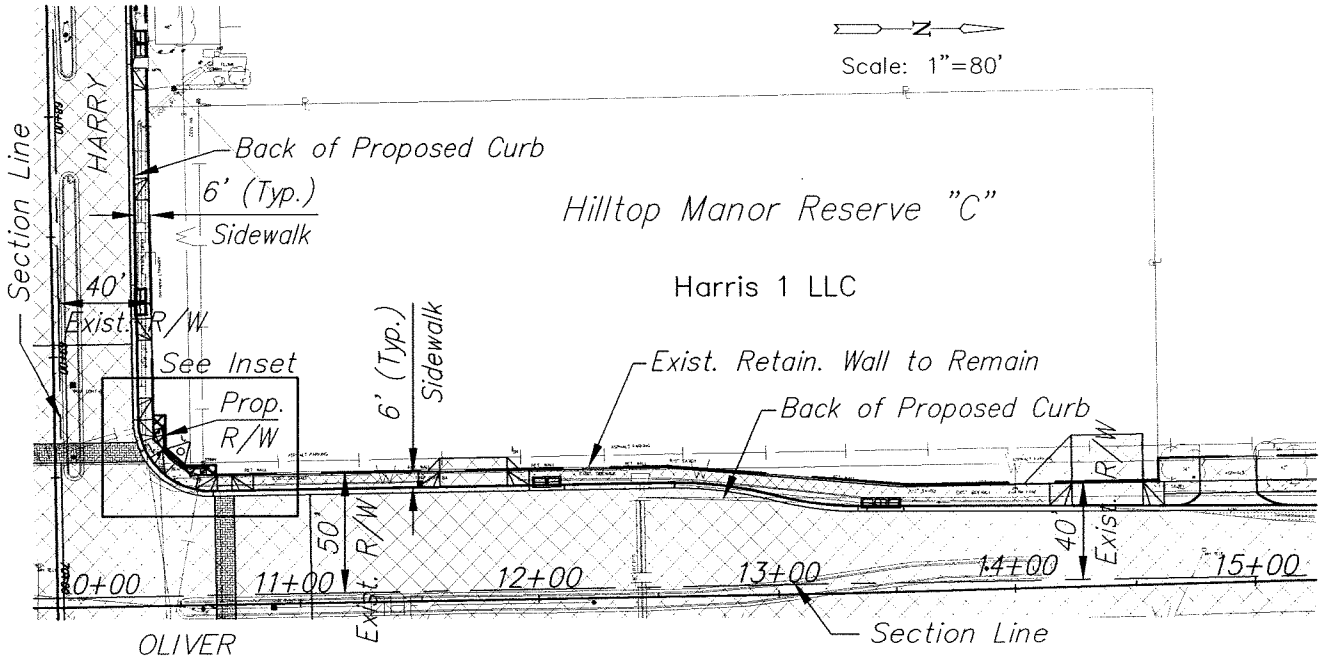
Gary Rebensdorf — Date 4-7-08
Director of Law

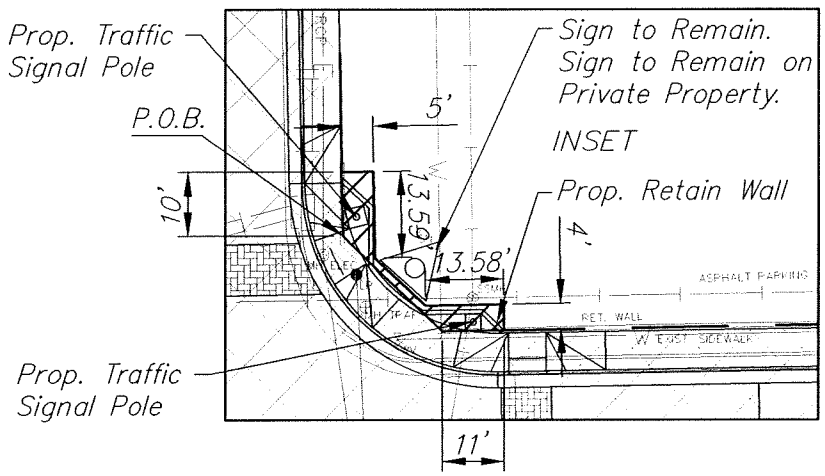
By Order of the City Council:

Carl Brewer — Date
Mayor

Attest:
City Clerk

EXHIBIT A





LEGAL DESCRIPTION:

Right of Way:

Beginning at the Southeast corner of Reserve C, Hilltop Manor, SE 1/4, Sec. 26, T27S, R1E; thence S90°00'00"W, 10.00 feet along the South line of said Reserve C; thence N00°00'00"E, 5.00 feet; thence N90°00'00"E, 13.59 feet; thence N45°03'30"E, 10.50 feet; thence N00°07'00"E, 13.58 feet; thence N90°00'00"E, 5.00 feet to the East property line of said Reserve C; thence S00°07'00"W, 11.00 feet along the East property line of said Reserve C; thence S45°03'30"W, 21.23 feet along property line of said Reserve C to the Point of Beginning.

SCALE: 1"=30'

0 30 60

LEGEND:

Right of Way Take = 124.02 Sq. Ft.

Pavement Removal

Owner:

Harris 1 LLC
1547 S. Oliver
Wichita, KS 67208

Property Identification:

C 11170002B

J:\Civil\04221\dwg\TRACTMAPS\04221-RWTRACT.dwg 10/01/2007 09:15:24 AM CST

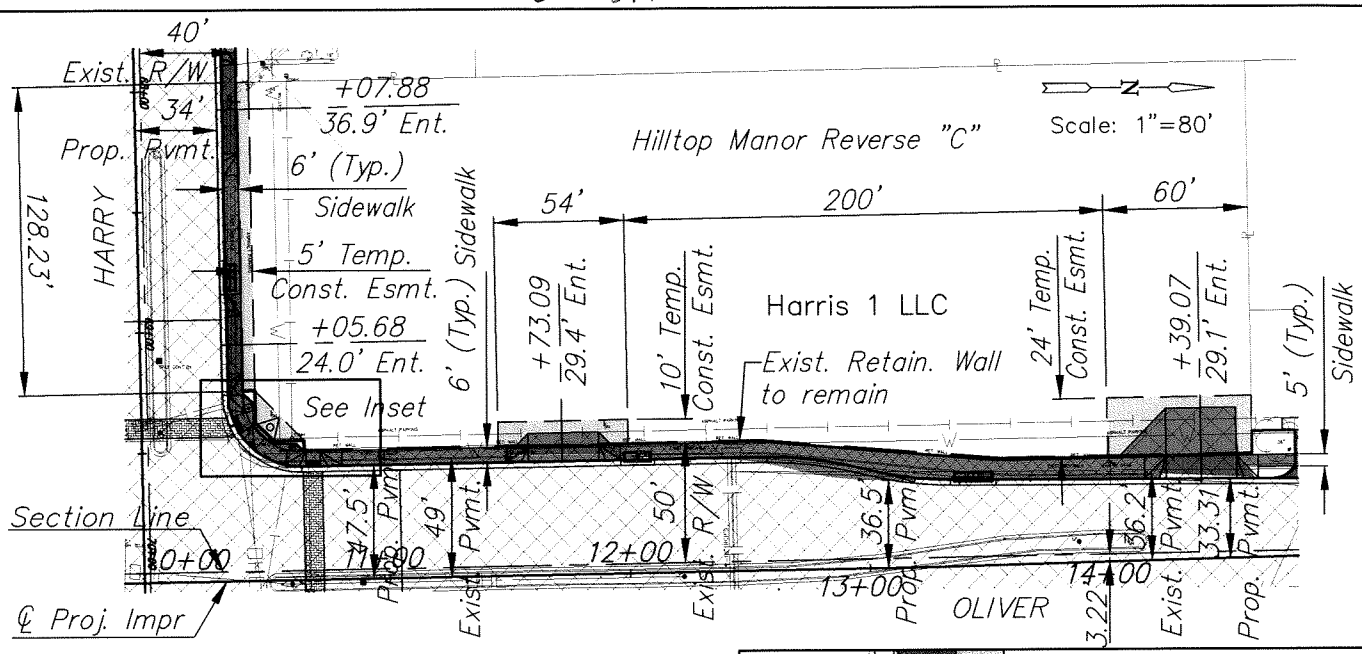
MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

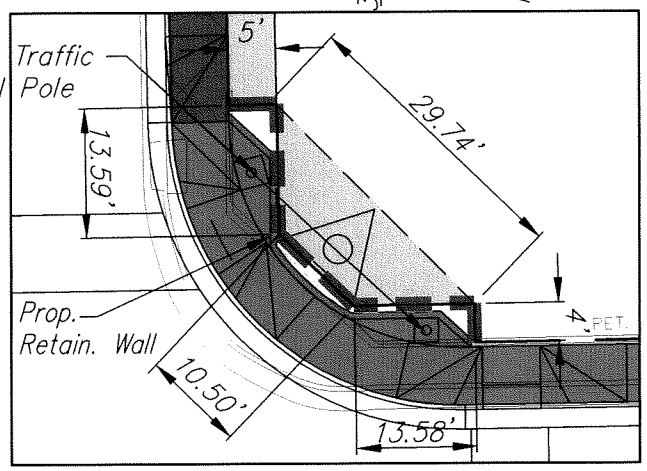
OLIVER STREET FROM HARRY TO KELLOGG
PROJECT NAME

RIGHT OF WAY TRACT MAP
SHEET TITLE

JRA	JSB	KJS
DESIGN BY:	DRAWN BY:	CHECKED BY:
OCT. 2007	04221 V8	1 / 1
DATE	JOB NO.	SHEET/OF

EXHIBIT B





SCALE: 1"=20'

0 20 40

LEGAL DESCRIPTION:

Temporary Construction Easement:

TRACT 1: Commencing at the Southeast corner of Reserve C, Hilltop Manor, SE 1/4, Sec. 26, T27S, R1E; thence S90°00'00"W, 10.00 feet; thence N00°00'00"E, 5.00 feet to the Point of Beginning; thence N45°04'20"E, 29.74 feet; thence S00°07'00"W, 13.58 feet; thence S45°03'30"W, 10.50 feet; thence N90°00'00"W, 13.59 feet to the Point of Beginning.

TRACT 2: A 5' x 127.00' tract beginning at the southwest corner and adjacent and parallel to the south property line of Reserve "C", Hilltop Manor.

TRACT 3: A 24' x 60' tract beginning at the northeast corner and adjacent and parallel to the east property line of Reserve "C", Hilltop Manor.

TRACT 4: A 10' x 54' tract beginning 260' south of the northeast corner and adjacent and parallel to the east property line of Reserve "C", Hilltop Manor.

LEGEND:

- Exist. street to be milled and overlayed
- Exist. drives, walks, and street to be removed and replaced
- Proposed Right of Way
- Property owners existing drive within Right-of-Way
- New street, drive and sidewalk
- Temporary Construction Easements = 2804.44 sq. ft.

J:\Civil\04221\dwg\TRACTMAPS\04221-TEMP-ESMTS 01.dwg 10/10/2007 09:53:40 AM CST

Owner:

Harris 1 LLC
1547 S. Oliver
Wichita, KS 67208

Property Identification:

C 11170002B

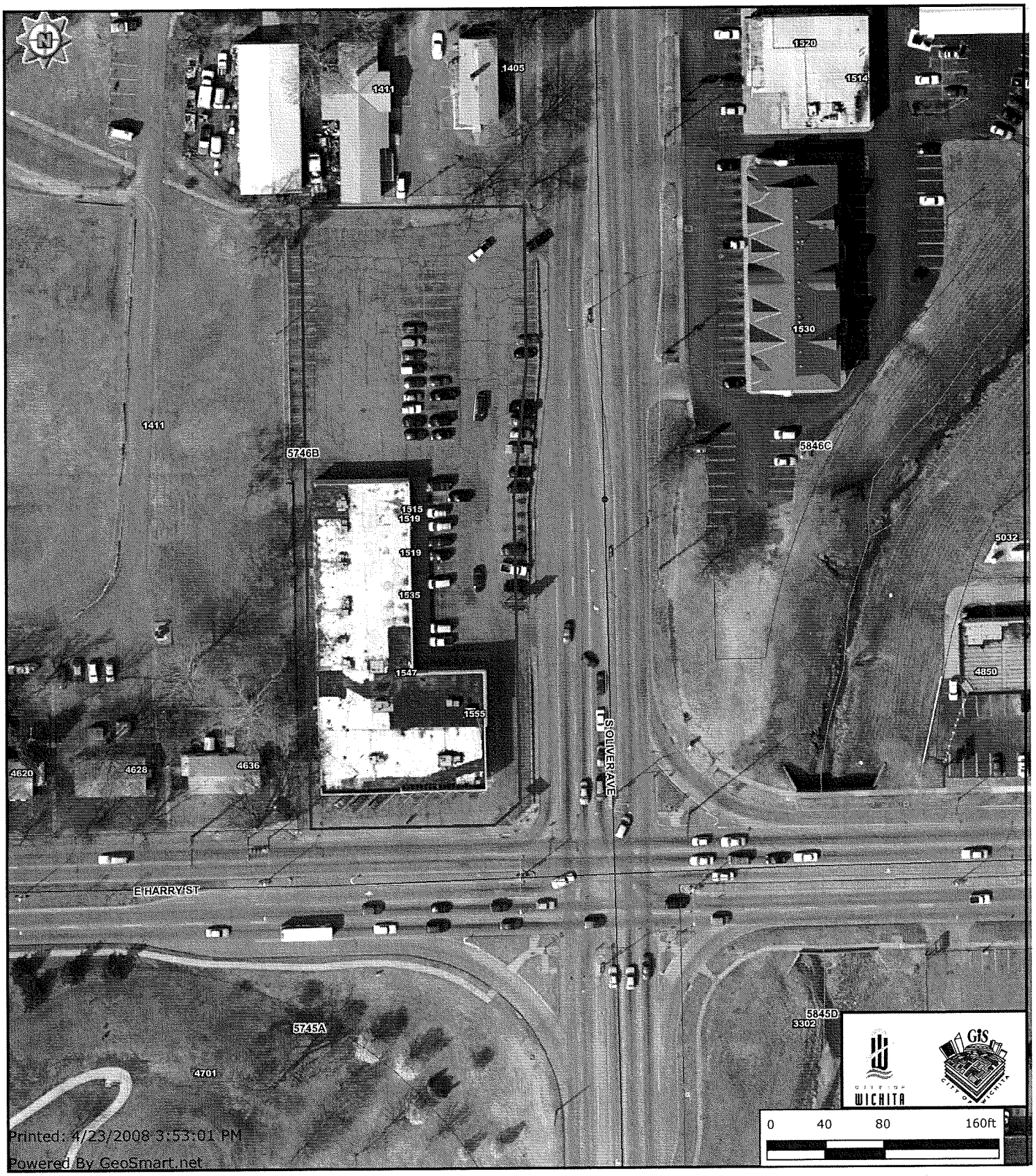
MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

OLIVER STREET FROM HARRY TO KELLOGG
PROJECT NAME

TEMPORARY CONSTRUCTION EASEMENT TRACT MAP
SHEET TITLE

JRA	JSB	KJS
DESIGN BY:	DRAWN BY:	CHECKED BY:
OCT. 2007	04221 V8	1 / 1
DATE	JOB NO.	SHEET/OF

1519 South Oliver



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.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 21st day of April, 2008 by and between Harris 1, LLC, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

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

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

   Beginning at the Southeast corner of Reserve C, Hilltop Manor; thence S 90 degrees 00'00" W, 10.00 feet along the South line of said Reserve C; thence N 00 degrees 00' 00", 5.00 feet; thence N 90 degrees 00' 00" E, 13.59 feet; thence N 45 degrees 03' 30" E, 10.50 feet; thence N 00 degrees 07' 00" E, 13.58 feet; thence N 90 degrees 00' 00" E, 5.00 feet to the East property line of said Reserve C: thence S 00 degrees 07' 00" W, 11.00 feet along eh East property line of said Reserve C; thence S 45 degrees 03' 30" W, 21.23 feet along the property line of said Reserve C to the Point of Beginning.

2. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient temporary construction easement for the following described real property, situated in Sedgwick County, Kansas, to wit:

   Commencing at the Southeast corner of Reserve C, Hilltop Manor, thence S 90 degrees 00' 00" W, 10.00 feet; thence N 00 degrees 00' 00" E, 5.00 feet to the point of Beginning; thence N 45 degrees 04' 20" E, 29.74 feet; thence S 00 degrees 07' 00" W, 13.58 feet; thence S 45 degrees 03' 30" W, 10.50 feet: thence N 90 degrees 00' 00" W, 13.59 feet to the Point of Beginning; and

   A 5.00 foot by 127.00 foot tract beginning at the Southwest corner and adjacent and parallel to the South property line of Reserve C, Hilltop Manor; and

   A 24.00 foot by 60.00 foot tract beginning at the Northeast corner and adjacent and parallel to the East property line of Reserve C, Hilltop Manor; and

   A 10.00 foot by 54.00 foot tract beginning 260 feet South of the Northeast corner and adjacent and parallel to the East property line of Reserve C, Hilltop Manor.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, temporary construction easement and damages including but not limited to landscaping and trees, the sum of Six Thousand Dollars and No Cents ($6,000.00) in the manner following, to-wit: cash at closing.

4.. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to

Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer will order title at its cost.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2008.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Possession to be given to Buyer on closing date .

11. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100 % by buyer. Buyer will pay 100% closing costs.

12. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

13. Buyer shall remove and reconstruct the retaining wall located within the above described acquisition area in a style and manner consistent with the existing retaining wall.

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

SELLER:
Harris 1, LLC

_____

BUYER:
By Direction of the City Council

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. 35a.

CITY OF WICHITA
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1519 South Oliver, Harry to Kellogg Road Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 14, 2004, City Council approved the improvement of Oliver from Harry to Kellogg. Oliver will be widened to accommodate a five-lane roadway, four through lanes and a center two-way left turn lane. To accommodate this, it is necessary to acquire ten to twenty-foot wide strips of land from the east side of eight properties abutting Oliver. All eight proposed acquisitions are partial acquisitions and abut the west side of Oliver. Properties consist of commercial, single-family and multi-family. The final parcel to be acquired is a portion of 1519 South Oliver. The site consists of 61,272 square feet and is improved with a 17,104 square foot retail shopping center building.

Analysis: The proposed acquisition area is at the southeast portion of the site and consists of 124 square feet. Land will be acquired to accommodate the widening of the sidewalk so it is ADA compliant as well as the resetting the traffic signal. Temporary easements along Oliver and Harry, totaling 2,804 square feet are necessary during construction. The take will impact landscaping and a retaining wall. The owner rejected the offer of $1,090, or $3.25 per square foot, and through negotiation, agreed to settle at $6,000. The seller is concerned about possible damage to the retaining wall and the grade of the site as a result of construction. As this property is zoned limited commercial, at the intersection of two arterial roads, coupled with damages to landscaping and the retaining wall, this settlement is reasonable and prudent.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $7,500 is requested. This includes $6,000 for the acquisition and $1,500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **546 North Madison** and legally described as: Lot 26 and 28, on Locust now Madison, Stites Bros Second Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story frame dwelling about 32x24 feet in size. Vacant for at least one (1) year, this structure has shifting and cracking concrete block basement walls; missing wood lap and aluminum siding; sagging and badly worn compositiion roof; rotted and missing wood trim and framing members; and the two accessory structures are dilapidated.

(b) Street Address: 546 North Madison

(c) Owners:
Janet L. Goudeau
2626 Mossman
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

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

(g) Mortgage Holder(s):
Bank of America
100 N. Tyron
Charlotte, NC 28255

(h) Interested Parties: None

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 546 North Madison

LEGAL DESCRIPTION: Lot 26 and 28, on Locust now Madison, Stites Bros Second Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32x24 feet in size. Vacant for at least one (1) year, this structure has shifting and cracking concrete block basement walls; missing wood lap and aluminum siding; sagging and badly worn compositiion roof; rotted and missing wood trim and framing members; and the two accessory structures are dilapidated.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 26 AND 28, ON LOCUST NOW MADISON, STITES BROS SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **546 NORTH MADISON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 26 and 28, on Locust now Madison, Stites Bros Second Addition to Wichita, Sedgwick County, Kansas, known as: 546 North Madison, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 32x24 feet in size. Vacant for at least one (1) year, this structure has shifting and cracking concrete block basement walls; missing wood lap and aluminum siding; sagging and badly worn compositiion roof; rotted and missing wood trim and framing members; and the two accessory structures are dilapidated.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **537 North Estelle** and legally described as: Lots 17 and 19, on Mabel Avenue, now Estelle Avenue, Mossman's Second Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A two story frame dwelling about 45x28 feet in size. Vacant for at least five (5) years, this structure has shifting and cracking block basement walls; rotted and missing wood lap siding; badly worn composition roof, with holes and missing shingles; and the wood trim and framing members are rotted.

(b) Street Address: 537 North Estelle

(c) Owners:
Lorenzo Matthews
6303 Brookfield Ct
Wichita, KS 67220

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s):
Citi Mortgage Inc.
95 Methodist Hill Drive #1002
Rochester, NY 14623

Plaza Lane Mortgage & Investment Co.
844 N. Baltimore Ave.
Derby, KS 67037

(h) Interested Parties: None

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 537 North Estelle

LEGAL DESCRIPTION: Lots 17 and 19, on Mabel Avenue, now Estelle Avenue, Mossman's Second Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 45x28 feet in size. Vacant for at least five (5) years, this structure has shifting and cracking block basement walls; rotted and missing wood lap siding; badly worn composition roof, with holes and missing shingles; and the wood trim and framing members are rotted.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 17 AND 19, ON MABEL AVENUE, NOW ESTELLE AVENUE, MOSSMAN'S SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **537 NORTH ESTELLE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 17 and 19, on Mabel Avenue, now Estelle Avenue, Mossman's Second Addition to Wichita, Sedgwick County, Kansas, known as: 537 North Estelle, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 45x28 feet in size. Vacant for at least five (5) years, this structure has shifting and cracking block basement walls; rotted and missing wood lap siding; badly worn composition roof, with holes and missing shingles; INSE.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1212 North Wabash** and legally described as: Lot 86 and 88, on Wabash Avenue, in H.O. Burleigh's Third Addition to the City of Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story dwelling about 22x36 feet in size. Vacant for at least six (6) months, this structure has a cracking concrete foundation, with missing and damaged aluminum siding; sagging composition roof with missing shingles; deteriorating front and rear porches; and the wood trim and framing members are damaged and rotted.

(b) Street Address: 1212 North Wabash

(c) Owners:
Clarence T. Scott
2380 Bankstone Dr SW
Marietta, GA 30064-4352

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

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

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1212 North Wabash

LEGAL DESCRIPTION: Lot 86 and 88, on Wabash Avenue, in H.O. Burleigh's Third Addition to the City of Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story dwelling about 22x36 feet in size. Vacant for at least six (6) months, this structure has a cracking concrete foundation, with missing and damaged aluminum siding; sagging composition roof with missing shingles; deteriorating front and rear porches; and the wood trim and framing members are damaged and rotted.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 86 AND 88, ON WABASH AVENUE, IN H.O. BURLEIGH'S THIRD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **1212 NORTH WABASH** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 86 and 88, on Wabash Avenue, in H.O. Burleigh's Third Addition to the City of Wichita, Sedgwick County, Kansas, known as: 1212 North Wabash, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story dwelling about 22x36 feet in size. Vacant for at least six (6) months, this structure has a cracking concrete foundation, with missing and damaged aluminum siding; sagging composition roof with missing shingles; deteriorating front and rear porches; and the wood trim and framing members are damaged and rotted.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1301 North Indiana** and legally described as: The South 8 1/3 feet of Lot 45 and all of lot 47, on Cherry Street, now Indiana Avenue, in H.O. Burleigh's Third Addition to the City of Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story frame dwelling about 36x22 feet in size. Vacant for at least seven (7) years, this structure has a cracking block foundation; missing vinyl siding; sagging composition roof, with missing shingles; deteriorating front porch; rotted wood trim and framing members; and the 16x20 foot accessory structure is deteriorating.

(b) Street Address: 1301 North Indiana

(c) Owners:
Robert E. Garrett
1305 N. Wabash
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
State of Kansas Income Tax Lien
Attn: Stephen L. Six
301 W. 10th Street (2nd Floor)
Topeka, KS 66612

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1301 North Indiana

LEGAL DESCRIPTION: The South 8 1/3 feet of Lot 45 and all of lot 47, on Cherry Street, now Indiana Avenue, in H.O. Burleigh's Third Addition to the City of Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 36x22 feet in size. Vacant for at least seven (7) years, this structure has a cracking block foundation; missing vinyl siding; sagging composition roof, with missing shingles; deteriorating front porch; rotted wood trim and framing members; and the 16x20 foot accessory structure is deteriorating.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE SOUTH 8 1/3 FEET OF LOT 45 AND ALL OF LOT 47, ON CHERRY STREET, NOW INDIANA AVENUE, IN H.O. BURLEIGH'S THIRD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **1301 NORTH INDIANA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at The South 8 1/3 feet of Lot 45 and all of lot 47, on Cherry Street, now Indiana Avenue, in H.O. Burleigh's Third Addition to the City of Wichita, Sedgwick County, Kansas, known as: 1301 North Indiana, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 36x22 feet in size. Vacant for at least seven (7) years, this structure has a cracking block foundation; missing vinyl siding; sagging composition roof, with missing shingles; deteriorating front porch; INSERT.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1123 North Spruce** and legally described as: Lot 29 and 31, Tenth Street Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story frame dwelling about 24x30 feet in size. Vacant for at least seven (7) years, this structure has shifting and cracking concrete basement walls; missing asbestos siding; sagging composition roof; deteriorating front porch; and the wood trim and framing members are rotted.

(b) Street Address: 1123 North Spruce

(c) Owners:
Maurice C. Bethley
538 S. Chautauqua
Wichita, KS 67211

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1123 North Spruce

LEGAL DESCRIPTION: Lot 29 and 31, Tenth Street Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x30 feet in size. Vacant for at least seven (7) years, this structure has shifting and cracking concrete basement walls; missing asbestos siding; sagging composition roof; deteriorating front porch; and the wood trim and framing members are rotted.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 29 AND 31, TENTH STREET ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **1123 NORTH SPRUCE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 29 and 31, Tenth Street Addition to Wichita, Sedgwick County, Kansas, known as: 1123 North Spruce, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 24x30 feet in size. Vacant for at least seven (7) years, this structure has shifting and cracking concrete basement walls; missing asbestos siding; sagging composition roof; deteriorating front porch; INSERT.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1102 North Green** and legally described as: Lot 1 and 3, Block 4, Esterbrook Park Addition to Wichita, Kansas, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story frame dwelling about 30x32 feet in size. Vacant for at least nine (9) months, this structure has rotted sill plate; deteriorating wood lap siding; sagging and badly worn roof, with missing shingles; deteriorating rear porch; rotted framing members; and the 20x24 foot accessory structure is dilapidated.

(b) Street Address: 1102 North Green

(c) Owners:
Edmond Brown
Eleanor L. Brown
6535 Oneida
Wichita, KS 67206

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

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

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1102 North Green

LEGAL DESCRIPTION: Lot 1 and 3, Block 4, Esterbrook Park Addition to Wichita, Kansas, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30x32 feet in size. Vacant for at least nine (9) months, this structure has rotted sill plate; deteriorating wood lap siding; sagging and badly worn roof, with missing shingles; deteriorating rear porch; rotted framing members; and the 20x24 foot accessory structure is dilapidated.

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

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

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

C. The building has parts, which are so attached that they may fall and injure other property or the public.

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 1 AND 3, BLOCK 4, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS **1102 NORTH GREEN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 1 and 3, Block 4, Esterbrook Park Addition to Wichita, Kansas, Sedgwick County, Kansas, known as: 1102 North Green, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 30x32 feet in size. Vacant for at least nine (9) months, this structure has rotted sill plate; deteriorating wood lap siding; sagging and badly worn roof, with missing shingles; deteriorating rear porch; rotted framing members; and the 20x24 foot accessory structure is dilapidated.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1201 North Green** and legally described as: The East 81 feet of Lots 93 and 95, on Alice, now Green Street, in Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story frame dwelling about 28x36 feet in size. Vacant for at least six (6) years, this structure has a shifting and cracking block foundation; rotted and missing wood lap and shake siding; sagging and badly worn composition roof, with holes and missing shingles; and the front and rear porches are dilapidated.

(b) Street Address: 1201 North Green

(c) Owners:
Will H. Oneal
244 N. Lorraine
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

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

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1201 North Green

LEGAL DESCRIPTION: The East 81 feet of Lots 93 and 95, on Alice, now Green Street, in Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28x36 feet in size. Vacant for at least six (6) years, this structure has a shifting and cracking block foundation; rotted and missing wood lap and shake siding; sagging and badly worn composition roof, with holes and missing shingles; and the front and rear porches are dilapidated.

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

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

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

C. The building has parts, which are so attached that they may fall and injure other property or the public.

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE EAST 81 FEET OF LOTS 93 AND 95, ON ALICE, NOW GREEN STREET, IN FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS **1201 NORTH GREEN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at The East 81 feet of Lots 93 and 95, on Alice, now Green Street, in Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas, known as: 1201 North Green, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 28x36 feet in size. Vacant for at least six (6) years, this structure has a shifting and cracking block foundation; rotted and missing wood lap and shake siding; sagging and badly worn composition roof, with holes and missing shingles; and the front and rear porches are dilapidated.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1323 North Volutsia** and legally described as: Lot 29 and 31, on Academy now Volutsia, Fairmount Park Addition, Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story frame dwelling about 37x24 feet in size. Vacant for at least three (3) years, this structure has shifting and cracking concrete block basement walls; missing asbestos siding; sagging and badly worn composition roof, with missing shingles; dilapidated rear porch; and the wood trim is rotted.

(b) Street Address: 1323 North Volutsia

(c) Owners:
Eddie Walker
Diana Rae Walker
5023 E. Murdock
Wichita, KS 67208

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

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

(g) Mortgage Holder(s):
City of Wichita
Dept of Housing and Economic Development
332 Riverview
Wichita, KS 67203

(h) Interested Parties:

DATE: March 28, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1323 North Volutsia

LEGAL DESCRIPTION: Lot 29 and 31, on Academy now Volutsia, Fairmount Park Addition, Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 37x24 feet in size. Vacant for at least three (3) years, this structure has shifting and cracking concrete block basement walls; missing asbestos siding; sagging and badly worn composition roof, with missing shingles; dilapidated rear porch; and the wood trim is rotted.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 29 AND 31, ON ACADEMY NOW VOLUTSIA, FAIRMOUNT PARK ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **1323 NORTH VOLUTSIA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 29 and 31, on Academy now Volutsia, Fairmount Park Addition, Wichita, Sedgwick County, Kansas, known as: 1323 North Volutsia, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 37x24 feet in size. Vacant for at least three (3) years, this structure has shifting and cracking concrete block basement walls; missing asbestos siding; sagging and badly worn composition roof, with missing shingles; INS.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2044 North Kansas** and legally described as: Lots 60 and 62, Kansas Avenue, Parkview Addition to Wichita, Kansas, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story frame dwelling about 16x42 feet in size. Vacant for at least six years, this structure has cracking concrete foundation; missing asbestos siding; badly worn composition roof; rotted fascia boards; and the 12x12 foot accessory structure is deteriorating.

(b) Street Address: 2044 North Kansas

(c) Owners:
Robert Washington
Sharon Washington
1432 Harding
Wichita, KS 67208

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

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

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2044 North Kansas

LEGAL DESCRIPTION: Lots 60 and 62, Kansas Avenue, Parkview Addition to Wichita, Kansas, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 16x42 feet in size. Vacant for at least six years, this structure has cracking concrete foundation; missing asbestos siding; badly worn composition roof; rotted fascia boards; and the 12x12 foot accessory structure is deteriorating.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 60 AND 62, KANSAS AVENUE, PARKVIEW ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS **2044 NORTH KANSAS** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 60 and 62, Kansas Avenue, Parkview Addition to Wichita, Kansas, Sedgwick County, Kansas, known as: 2044 North Kansas, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 16x42 feet in size. Vacant for at least six years, this structure has cracking concrete foundation; missing asbestos siding; badly worn composition roof; rotted fascia boards; and the 12x12 foot accessory structure is deteriorating.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **3723 East Funston** and legally described as: Lot 2, Except Beginning Southwest corner thence Northerly to Northwest corner thence Easterly along the front line 5 feet thence Southerly to boing of beginning, in Block 7, Grandview Heights Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 17, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story frame dwelling about 40x28 feet in size. Vacant for an unknown amount of time, this structure has a shifting concrete basement wall; and the siding is missing bricks.

(b) Street Address: 3723 East Funston

(c) Owners:
R.E. McCubbin (deceased)

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

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

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: April 14, 2008

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 3723 East Funston

LEGAL DESCRIPTION: Lot 2, Except Beginning Southwest corner thence Northerly to Northwest corner thence Easterly along the front line 5 feet thence Southerly to a point of beginning, in Block 7, Grandview Heights Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 40x28 feet in size. Vacant for an unknown amount of time, this structure has a shifting concrete basement wall; and the siding is missing bricks.

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

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

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

C. The building has parts, which are so attached that they may fall and injure other property or the public.

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 2, EXCEPT BEGINNING SOUTHWEST CORNER THENCE NORTHERLY TO NORTHWEST CORNER THENCE EASTERLY ALONG THE FRONT LINE 5 FEET THENCE SOUTHERLY TO BOING OF BEGINNING, IN BLOCK 7, GRANDVIEW HEIGHTS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **3723 EAST FUNSTON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of May 2008**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of June 2008**, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 2, Except Beginning Southwest corner thence Northerly to Northwest corner thence Easterly along the front line 5 feet thence Southerly to boing of beginning, in Block 7, Grandview Heights Addition to Wichita, Sedgwick County, Kansas, known as: 3723 East Funston, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 40x28 feet in size. Vacant for an unknown amount of time, this structure has a shifting concrete basement wall; and the siding is missing bricks.

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

Adopted this **6th day of May 2008**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Agenda Item No. 37.

City of Wichita
City Council Meeting

May 6, 2008

TO: Mayor and City Council Members

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

INITIATED BY: Office of Central Inspection

AGENDA: Consent

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

Background: On April 7, 2008, the Board of Code Standards and Appeals held a hearing on ten residential properties listed below. The buildings on all ten properties are considered dangerous and unsafe structures per State statutes and local ordinances, and are being presented in order to schedule a condemnation hearing before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on all ten properties.

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

Property Address	Council District
a. 546 North Madison	I
b. 537 N. Estelle	I
c. 1212 N. Wabash	I
d. 1301 N. Indiana	I
e. 1123 N. Spruce	I
f. 1102 N. Green	I
g. 1201 N. Green	I
h. 1323 N. Volutsia	I
i. 2044 N. Kansas	I
j. 3723 E. Funston	III

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 administrative fee. If the property owner

fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: This structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule public hearings before the City Council on June 17, 2008 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, Summaries, and Resolutions.

Senior Management Expenses
For the Month of February 2008

Employee by Department	Purpose	Amount
07-Fire		
Ron Blackwell, Chief	Missouri Valley Division Board Meeting, Kansas City KS	$ 66.25
08-Police		
Norman Williams, Chief	2008 Joint Law Enforcement Legislative Conference and KS Association of Chief's of Police Board Mtg, Topeka KS	148.12
10-Library		
Cynthia Berner-Harris, Director of Libraries	Library Legislative Day, Topeka KS	75.00
13-Public Works		
Joe Pajor, Assistant Director of Public Works	Solid Waste Association of North America, Olathe KS	155.83
18-Water and Sewer		
Gerald Blain, Design Engineer	Senate Committee Hearings, Topeka KS	205.74
19-Airport		
Victor White, Director of Airports	Allegiant Air Airport Conference, Las Vegas NV	889.89
Brad Christopher, Assistant Director of Airports	Fact finding visit related to new terminal building, Denver CO	284.39
John Oswald, Engineering & Planning Manager	Airport Planning Design & Construction Symposium, Denver CO	1,463.76
Total		**$ 3,288.98**

Senior Management Expenses
For the Month of March 2008

Employee by Department	Purpose	Amount
01-City Manager Staff		
Ed Flentje, City Manager	National League of Cities, Washington DC	$ 1,939.44
10-Library		
Cynthia Berner-Harris, Director of Libraries	Bi Annual Meeting of Public Libraries Association Conference Minneapolis MN	1,552.52
13-Public Works		
Joe Pajor, Assistant Director of Public Works	Solid Waste Association of North America, Olathe KS	155.83
14-Environmental Services		
Kay Johnson, Director of Environmental Services	2008 Water & The Future of Kansas Conference, Topeka KS	353.93
17-Park		
Doug Kupper, Director of Parks	National Legislation Forum on Parks & Rec, Washington DC	1,609.63
Debbie Williams, Century II Director	IAAM District VI & VII Annual Meeting, Denver CO	878.05
18-Water and Sewer		
David Warren, Director of Water & Sewer	Retreat For The Kansas Municipal Utilities, McPherson KS	76.76
Gerald Blain, Design Engineer	25th Annual Water & The Future of Kansas Conf, Topeka KS	322.98
19-Airport		
Victor White, Director of Airports	AAAE / ACI - NA Spring Conference, Washington DC	1,732.01
Total		**$ 8,621.15**

Agenda Item No. 40.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

- -

Recommendation: Authorize payment of the claim.

Background: This claim results from out-of-date or incorrect location of Water Utility pipelines by the City resulting in damange and response costs by Union Pacific Railroad and its contractor.

Analysis: After investigating the claim, evaluating the exent of the claimed damages, and considering the risks of trial, the City determined that a resolution of this matter was appropriate. Union Pacific Railroad has substantiated the amount of its claim of damages arising out of an incident on June 20, 2007, in the 1400 block of East Douglas. Its contractor was installing wells and struck a Water Utility line. The location of the line had been flagged by the Water Utility in good faith reliance upon 1969 as-built drawings. The old drawings were incorrect. As a result of the actual location and damage from the rupture of the water line, the Railroad's contractor had to cease drilling and relocate some existing wells.

Financial Considerations: Funding for this settlement payment of $18,840.91 is from the Tort Claims Fund.

Goal Impact: Settlement of this claim contributes to the City goal of providing a safe and secure community.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement of the claim.

Recommendations/Actions: Authorize payment of $18,840.91 as full settlement of all possible claims from the claimant arising out of the transactions which are the subject of this claim.

FILED _____

2008 APR 11 PM 3 26

CLERK OF DIST. COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS

BY _____

HINKLE ELKOURI LAW FIRM L.L.C.
2000 Epic Center
301 North Main
Wichita, Kansas 67202-4820
Telephone: (316) 267-2000
Facsimile: (316) 264-1516

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

COPY

THE CITY OF WICHITA, KANSAS, a municipal corporation,	)	
Plaintiff,	)	
vs.	)	CASE NO. 07 CV 2640
WILLIAM C. AND EARNESTINE DAVISON, et al.,	)	
Defendants.	)	

PURSUANT TO CHAPTER 26 OF K.S.A.

REPORT OF APPRAISERS

We, the undersigned Appraisers, appointed to view and appraise the value of certain land and/or interests and/or rights described in the Plaintiff's Amended Petition for Condemnation in the above-captioned matter and to determine the amount of just compensation to be paid to the interested parties resulting from the taking, after being duly sworn and in accordance with the written instructions given by the Court, now report as follows:

On the 25th day of September, 2007, we caused to be published notice of our public hearing to commence on the 1st day of November, 2007, to all interested parties by notice published in *The Derby Reporter*, a newspaper of general circulation in Sedgwick County, Kansas, the proof of which said published notice has been filed in this action. On the 5th day of September, 2007, we caused to be mailed copies of said notice of our public hearing to commence on the 1st day of November, 2007,

to the plaintiff and all defendant parties named in the Amended Petition whose addresses were known to us or could with reasonable diligence be ascertained, the proof of which mailing has been filed in this action.

By agreement of the parties, we continued our public hearing as to Tracts 1 and 3. On the 14th day of February, 2008, we caused to be published notice of our public hearing as to Tracts 1 and 3 to commence on the 5th day of March, 2008, to all interested parties by notice published in *The Derby Reporter*, a newspaper of general circulation in Sedgwick County, Kansas, the proof of which said published notice has been filed in this action. On the 11th day of January, 2008, we caused to be mailed copies of said notice of our public hearing to commence on the 5th day of March, 2008, to the plaintiff and all defendant parties named in the Amended Petition whose addresses were known to us or could with reasonable diligence be ascertained, the proof of which mailing has been filed in this action.

On and after our appointment and qualifying herein, we began our appraisal and assessment of compensation by conducting a public hearing, convened at the 22nd Floor Conference Room in the offices of Hinkle Elkouri Law Firm L.L.C., 301 North Main, Wichita, Sedgwick County, Kansas, on the 5th day of March, 2008, the time and place stated in the published and mailed notices, at which time we received oral and written testimony concerning our appraisal and assessment of compensation from plaintiff and such of the defendants as were present and desired to be heard.

After consideration of the testimony received at the hearing and by written submissions from the parties both at and after the public hearing and following our view of the tracts of land involved, and according to the instructions given us by the Honorable Dan Brooks, we have appraised the land and/or interests and/or rights therein sought by the plaintiff and described in the Amended Petition

for Condemnation, which description is as follows:

Tracts 1 and 3:

Interested Parties: Jimmie Jones Co. (owner); AirGas – Mid South, Inc. (other interested party); Kansas Gas & Electric Co. (easement holder)

The following tracts of land are proposed to be taken for the purpose of public right-of-way for the construction and improvement of the planned East 13th Street and North Mosley intersection improvement project in the City of Wichita, Sedgwick County, Kansas, in accordance with the plans and specifications made therefore.

A permanent easement for road right of way purposes, in, over, across, and upon the following-described tracts, to-wit:

> A point beginning being the northeast corner of Lot 1, Hargis & Rubert Addition to Wichita, Sedgwick County, Kansas; thence south along the west right-of-way line of Washington Avenue for a distance of 20 feet; thence west parallel to the north line of said addition for a distance of 262.74 feet to a point 20 feet south and 12.26 feet east of the west line of Lot 11 of said addition; thence northeasterly to a point on the north line of Lot 10 of said addition for a distance of 28.28 feet, said point being 242.74 feet west of the northeast corner of said Lot 1; thence east along the north line of said addition for a distance of 242.74 feet to the point of beginning.

And a temporary construction easement for driveway, drainage and road construction in and to the following-described tracts, to wit:

> Commencing at the northeast corner of Lot 1, Hargis & Rubert Addition to Wichita, Sedgwick County, Kansas; thence south along the west right-of-way line of Washington Avenue for a distance of 20 feet for a point of beginning; thence continuing south along the west right-of-way line of Washington Avenue for a distance of 5 feet; thence west parallel to the north line of said addition for a distance of 260.39 feet to a point, said point being 10.39 feet west of the east line of Lot 11 of said addition; thence southwesterly for a distance of 23.51 feet to a point, said point being 1.94 feet west of the east line of Lot 12 of said addition, thence south parallel to the west line of said addition for a distance of 9.51 feet; thence west perpendicular to the west line of said addition for a distance of 5.06 feet; thence north parallel to the west line of said addition for a distance of 11.65 feet; thence northeasterly 27.58 feet to a point, said point being 20 feet south of the north line of Lot 11 of said addition and 262.74 feet west of the east line of Lot 1 of said addition; thence east parallel with the north line of said addition for a distance of 262.74 feet to the point of beginning.

The temporary easement is being acquired for the purpose of surveying, filling, grading and all other purposes incidental to the construction of a street or sidewalk on the permanent right of way adjacent thereto substantially as shown on the plans filed with the City Engineer for the City of Wichita, Kansas. All areas disturbed are to be restored by replacement of sod or pavement to a condition as good as or better than before. No trees or improvements are to be damaged or removed excepting those indicated on the plans aforedescribed. No part of any building or structure, including any eaves, awnings or other overhanging attachment, either within or partly within said temporary easement, shall be damaged or removed unless indicated on the plans aforedescribed.

Said temporary easement shall expire six (6) months from the date of the commencement of construction of the project or ninety (90) days after completion of the project, whichever occurs first. The owners, tenants, lienholders and easement holders, their heirs and assigns, may fully use and enjoy the land within the construction easement, provided such use shall not interfere with the construction of the street. The owner, tenants, their customers and the public at large shall have access from a public street to the property across part of which the temporary easement is being acquired at all times during the period of construction.

We, the Appraisers, determine the total amount of just compensation to be paid to the landowners and other interested parties to be as follows:

Fair market value of the entire AirGas property before the taking of the tracts described above:	$ 315,000
Fair market value of that portion of the AirGas property remaining immediately after the taking of the tracts described above:	$ 255,000
Difference:	$ 60,000

The "Difference" set forth above is the amount of just compensation that should be paid to:

Jimmie Jones Co. (owner); AirGas – Mid South, Inc. (other interested party); Kansas Gas & Electric Co. (easement holder)

the owners and other interested parties, for the taking of Tracts 1 and 3 described above.

We, the undersigned Appraisers, file this Report of Appraisers with the Clerk of the above Court on this 11th day of ~~March~~ April, 2008, and hereunto affix our signatures as of that date.

APPRAISERS:

James Gardner II

Grant Tidemann

Stephen T. Ariagno

HINKLE ELKOURI LAW FIRM L.L.C.
2000 Epic Center
301 North Main
Wichita, Kansas 67202-4820
Telephone: (316) 267-2000
Facsimile: (316) 264-1516

FILED
2008 APR 15 AM 10 06
CLERK OF DIST. COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS
BY
COPY

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

THE CITY OF WICHITA, KANSAS, a municipal corporation,	)	
Plaintiff,	)	
vs.	)	CASE NO. 07 CV 2640
WILLIAM C. AND EARNESTINE DAVISON, et al.,	)	
Defendants.	)	

PURSUANT TO CHAPTER 26 OF K.S.A.

ORDER APPROVING REPORT OF APPRAISERS AND ALLOWING APPRAISERS' FEES AND COURT COSTS

NOW, on this 14th day of April, 2008, this matter comes before the Court for review of the Report of Appraisers filed herein and for hearing on the application of the Court's appointed Appraisers for an award of fees and expenses for their services. The Court, having examined the Report of Appraisers and having been otherwise duly advised of the time, the application of skills and the complexity of appraising the subject land, and having been otherwise duly advised in the premises, finds that the Report of Appraisers should be approved; and that the reasonable value of the Appraisers' fees and expenses are as set forth below. The Court further finds that the outstanding Court costs in this matter are $147.00.

IT IS THEREFORE, BY THE COURT ORDERED that the Report of Appraisers dated April 11, 2008 and filed on April 11, 2008, should be and is hereby approved and confirmed; and, that the following amounts for Appraisers' fees and expenses and court costs are hereby approved for payment, to be taxed as costs herein:

Jim Gardner	$ 4,500.00
Stephen Ariagno	$ 4,500.00
Grant Tidemann	$ 4,500.00
Court Costs	$ 147.00
Total Appraisers Fees and Court Costs	$13,647.00

IT IS BY THE COURT FURTHER ORDERED that, should there be a dispute among the parties in interest (landowners and other interested parties herein) as to the division of the amount of the appraisers' award, upon motion filed with the Clerk of the District Court, the Court will determine how the amount awarded is to be divided among the disputing parties in interest.

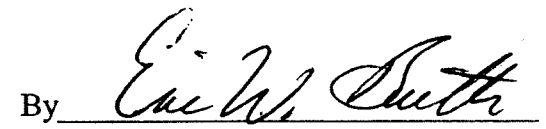
IT IS BY THE COURT SO ORDERED.

DANIEL BROOKS

HONORABLE DAN BROOKS
DISTRICT COURT JUDGE

PREPARED AND APPROVED BY:

HINKLE ELKOURI LAW FIRM L.L.C.

By 

David M. Rapp, KS SC #08802
Eric W. Barth, KS SC #21193
Attorneys for Plaintiff, The City of Wichita, Kansas

Agenda Item No. 41.

CITY OF WICHITA
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Payment of Condemnation Award (Case No. 07CV2640) Public Right-of-Way for Construction and Improvements of the Planned East 13th Street and North Mosley Intersection (Dist. VI)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of the appraisers' award, together with appraisers' fees and court costs.

Background: The City has identified the need to acquire permanent easements for road right of way purposes from three commercial use parcels near 13th & Mosley owned by Jimmie Jones Co. (Airgass – Mid South, Inc. (other interested party and Kansas Gas & Electric Co. (easement holder) Last year the City initiated eminent domain proceedings to acquire this property. On April 11, 2008, the court appointed appraisers filed their award. They determined the compensation to be paid for the acquisition of the properties to be $60,000.00. The court awarded the three appraisers fees in the total amount of $13,500.00. Court costs are $147.00.

Analysis: In order for the City to acquire this property, it must pay the award, together with fees and costs, to the Clerk of the District Court on or before May 12, 2008.

Financial Considerations: The costs of acquiring these properties will be paid from project funds.

Goal Impact: This action promotes the goal of Efficient Infrastructure, as it allows construction of improved storm water drainage facilities and street improvements to an arterial street.

Legal Consideration: The City has until May 12, 2008, to decide whether or not to acquire the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned. In that event the City would still be responsible for the appraisers' fees and costs, and would have additional liability for the attorney fees of the property owners.

Recommendations/Actions: Authorize payment to the clerk of the District Court in the amount of $73,647.00 for acquisition of property easements condemned in Case No. 07CV2640.

Attachment: Report of Appraisers and Order Approving Report of Appraisers and Allowing Appraisers' Fees and Court Costs

PLAN AMENDMENT

Employer:	City of Wichita	**Effective Date:**	January 1, 2008
Plan Name:	City of Wichita Group Health Benefit Plan	**Amendment Number:**	2008 BENUP - 2

In accordance with GENERAL PROVISION: Amendment or Termination, as specified in the Summary Plan Description, the Plan Document is hereby amended to read as follows:

As stated herein, benefits stated below shall be amended as follows.

Medicare Part D: Important Notice to Medicare Eligible Participants inserted between the Table of Contents and the Introduction.

Schedule of Benefits

- The HIGH Option is now referred to as the Premium Plan Option and the LOW Option is now referred to as the Select Plan Option.
- The following language has been added prior to the Schedule for both the Premium and Select Plan Options.

  The PREMIUM PLAN OPTION as described in the Schedule of Benefits of the existing Summary Plan Description shall be considered the base plan for all Plan participants; provided, however, the Plan Sponsor hereby offers an optional, voluntary, elective second benefit option which is hereby incorporated into the Summary Plan Description as the SELECT PLAN OPTION. To participate in the SELECT PLAN OPTION, employees and retirees must formally elect the SELECT PLAN OPTION by completing and submitting the appropriate SELECT PLAN OPTION enrollment forms. Benefits shall be provided under the voluntary SELECT PLAN OPTION as follows.

  In addition, all benefits stated under either plan accumulate collectively to the benefit maximums stated in the Schedule of Benefits. For example, you have received benefits totaling $250,000 as of December 31 under the PREMIUM PLAN OPTION. On January 1, you elect the SELECT PLAN OPTION. Your benefits previously received of $250,000 carries over to the SELECT PLAN OPTION and vice versa.

- **Cochlear Implants & Services** has been added to indicate a Lifetime Maximum of $50,000 and subject to Appropriate Benefits, limited to one implant per ear.
- The following language has been added immediately following the Schedule for the Select Plan Option.

  * Primary Care Physicians (PCP) generally include those physicians who practice in the specialties of Family Practice, Internal Medicine, General Practice, or Pediatrics. If you are not sure if a physician is a PCP, please contact the Customer Service Number on the back of your ID card. If you receive this service from a Primary Care Physician (PCP), your PCP payment will apply. If you receive these services from a Specialist, your Specialist payment will apply.

USING YOUR BENEFITS

Non-Participating Physician and Other Health Care Professional Fees are herein amended, removing the reference to 2003 and replacing it with "the prior year". This change is made to bring the Summary Plan Description in compliance with the administration procedures of Coventry Health Care of Kansas, Inc., the Administrative Services Provider.

COVERED SERVICES

Infertility *is amended and replaced with the following*: **Infertility** for office visits, labs, sonograms, diagnostic studies and certain surgical procedures specifically surgical correction of physiological abnormalities causing infertility, which are related to diagnosing and treatment of Infertility when listed in the Schedule of Benefits. *See Prescription Drug.*

Prescription Drugs is amended to add the following:

- Only one drug and "Rx Unit" will be dispensed per prescription. The Rx Unit quantity is determined by FDA labeling, the dosage required or the Plan Formulary guidelines. Please note: One Copayment is required for each Rx Unit, container, or prepackaged item.

EXCLUSIONS AND LIMITATIONS

Hearing Services and Supplies is amended to remove the wording "Cochlear implants".

Treatment for disorders *is amended and replaced with the following*: **Treatment for disorders** relating to delays in learning, motor skills and communication, including any therapy for developmental delay, unless treatment is related to pervasive disorder as provided under Covered Services.

COBRA Administrator has been updated to reflect Beyond Benefits Inc., 840 Crescent Centre Drive, Suite 400, Franklin, TN 37067, Phone (888) 999-9523 in the section: **ADDITIONAL INFORMATION.**

Furthermore, the Precertification List has been updated to incorporate ASP's Utilization Management policy and procedures.

Except as stated herein nothing other than the specified provisions in this document shall be deemed altered.

Accepted by:

Carl Brewer, Mayor, City of Wichita — Date

ATTEST: Karen Sublett, City Clerk — Date

for Approved to Form: Gary E. Rebenstorf, Director of Law — 4/14/08 Date

PLAN AMENDMENT

Employer:	City of Wichita	**Effective Date:**	September 1, 2007
Plan Name:	City of Wichita Group Health Benefit Plan	**Amendment Number:**	2008 PER - 4

In accordance with GENERAL PROVISION: Amendment or Termination, as specified in the Summary Plan Description, the Plan Document is hereby amended to read as follows:

As stated herein, benefits stated below shall be amended as follows.

COVERED SERVICES

Outpatient Therapy Services for short-term outpatient therapy services that are expected to result in significant functional improvement of the Member's condition or as related to a pervasive disorder, including Autistic, Rett's, Asperger's or Childhood Disintegrative Disorder; limited to physical therapy, occupational therapy, and speech therapy. Speech therapy is covered for loss or impairment of speech or hearing. The phrase "loss or impairment of speech or hearing" shall include those communicative disorders generally treated by a speech pathologist, audiologist or speech/language pathologist licensed by the state board of healing arts or certified by the American Speech-Language and Hearing Association (ASHA), or both and which fall within the scope of his/her license or certification.

EXCLUSIONS AND LIMITATIONS

Educational Services for remedial education including, but not limited to, evaluation or treatment of learning disabilities, minimal brain dysfunction, cerebral palsy, mental retardation, developmental and learning disorders unless treatment is related to pervasive disorder as provided under Covered Services and behavioral training; including, educational testing or psychological testing, unless part of a treatment program for Covered Services; and services rendered or billed by a school or halfway house;

Treatment for disorders relating to learning, motor skills and communication, unless treatment is related to pervasive disorder as provided under Covered Services.

Except as stated herein nothing other than the specified provisions in this document shall be deemed altered.

Accepted by:

Carl Brewer, Mayor, City of Wichita — Date

ATTEST: Karen Sublett, City Clerk — Date

for Approved to Form: Gary E. Rebenstorf, Director of Law — 4-14-08 Date

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: 2008 Amendments Self-Insurance Health Program-Summary Plan Description

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Amendments.

Background: On September 25, 2007, the City Council approved the Summary Plan Description, the use of Step Therapy for new prescriptions starting January 1, 2008 and approved adding a new "low option" medical plan in 2008 with flexible cost sharing. On November 6, 2007, the City Council approved adding Cochlear Implantation as a covered service.

Analysis: Two Plan Amendments are necessary to formally amend the existing Summary Plan Description as follows: Amendment Number 2008 BENUP-2 further defines the Low Option health care plan as the "Select Plan Option" and further defines the High Option health care plan as the "Premium Plan Option" approved by the City Council on November 26, 2007. The Amendment also makes cochlear implants a covered service and subject to $50,000 lifetime benefit. The Amendment adds a definition of Primary Care Physicians and differentiates them from Specialists since the co-pay for Primary Care doctors under the Select Plan is $25 while the co-pay for Specialists is $50 under the Select Plan. Amendment #2 makes a technical change on Non-Participating Physicians and Other Health Care Providers by removing the reference to 2003 and replacing it with the term "the prior year". It also further defines Infertility as a covered service and defines treatment for developmental delay or delays in learning as non-covered services. Finally, the Plan Amendment makes clear that one co-payment is required for each Rx Unit, container or prepackaged item and it lists the City of Wichita's new COBRA Administrator, Beyond Benefits, Inc. If the City Council approves Amendment #2, the Amendment will be effective January 1, 2008.

Amendment 2008 PRE-4's primary purpose is to clarify language in the SPD to make conditions related to a "pervasive disorder" an eligible covered service. This is required by State law. If the City Council approves Amendment #4, it will be effective September 1, 2007 to cover the period required by pervasive disorder.

Financial Considerations: Implementation of the PRE-4 Amendment in 2007 is required by law and approval of the BENUP-2 Amendment for 2008 should reduce costs for 2008.

Goal Impact: The employee health and prescription drug program is a part of the Internal Perspective goal. The City's strategic health care plan combines employee Wellness programs, self-insured health and Rx plans, disease management and nurse coaches to minimize future health insurance increases.

Legal Considerations: The Amendments have been reviewed and approved as to form by the City Attorney's Office.

Recommendation/Action: It is recommended that the City Council approve the two (2) 2008 Amendments to the Self-Insurance Health Program Summary Plan Description and authorize appropriate signatures.

Attachments:
Amendment Number: 2008 BENUP-2
Amendment Number: 2008 PRE-2

CITY OF WICHITA
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Airfield Electrical Replacement – Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On May 6, 2008, the Wichita Airport Authority was asked to authorize an airfield electrical equipment replacement project at Jabara Airport on a schedule that would optimize federal funding. The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds for capital projects.

Analysis: It is necessary to declare that a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements to the Colonel James Jabara Airport facility. Additionally, the nature of said improvements, the estimated costs thereof and the manner of payment needs to be disclosed. The actual issuance of the bonds will require a separate authorization from the City Council.

Financial Considerations: The requested budget was $1,030,025 which represents the maximum cost that will be funded with General Obligation Bonds paid for with airport revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is leveraged through the use of long-term financing of capital projects.

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

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

Attachments: Authorizing Resolution.

OCA = 500496; UC1 = 1008

(Published in the Wichita Eagle on _____,_____.)

RESOLUTION NO. _____

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE COLONEL JAMES JABARA AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. l3-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

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

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Airfield Electrical Equipment Replacement

to the Colonel James Jabara Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be One Million Thirty Thousand and Twenty-Five Dollars ($1,030,025), exclusive of the cost of interest on borrowed money, and is to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. l3-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for the Project shall not exceed $1,030,025.

SECTION 3. To the extent that the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

OCA = 500496; UC1 = 1008

SECTION 4. 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.

ADOPTED at Wichita, Kansas, _____,_____.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Public Exigency - Aquifer Storage and Recovery Test Wells

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Public Exigency expenditure for drilling test wells for the Aquifer Storage and Recovery Phase II.

Background: Phase II of the Aquifer Storage and Recovery Project includes construction of twenty-six (26) Recharge and Recovery Wells. Twenty (20) of the wells will be located at sites where the City currently has water supply wells and the remaining six (6) will be at new sites.

Analysis: Prior to purchasing the land for the new sites, it is prudent to drill test borings at the proposed sites to determine whether a well will be productive at that particular site. The land where the test sites are located is agricultural and we are fast approaching planting season. It will demonstrate cooperation with the landowners if the borings are drilled before the next crop is planted, so that the landowners do not lose any crops because of these tests. A public exigency has been declared by the City Manager in order to complete the tests prior to crops being planted.

Financial Considerations: Staff secured estimates from two companies that drill wells in the area, Clarke Well and Equipments and Layne Western. The lower quote was received from Clarke Well and Equipment in the amount of $38,748 for drilling and evaluating the sites. Capital Improvement Program, Water Supply Plan Phase III (CIP W-549), has adequate funding for the costs of the tests.

Goal Impact: This project supports efficient infrastructure by ensuring a future water supply through the year 2050.

Legal Considerations: City Ordinance 2.64.020, "Public Exigency," authorizes the City Manager to approve work to be performed by a contractor without formal bidding.

Recommendations/Actions: It is recommended that the City Council affirm the City Manager's Public Exigency approval of the project.

Attachments: There are no attachments.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: 2007 Aquifer Storage and Recovery Accounting Model and Report

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendations: Approve the Agreement for Professional Services with Burns & McDonnell Engineering.

Background: On August 8, 2005, the Division of Water Resources approved the water appropriations for the Equus Beds Aquifer Storage and Recovery Project. The appropriations include a number of conditions, one of which is an annual project report.

Analysis: The Equus Beds Aquifer Storage Recovery (ASR) project is the first of its kind in Kansas. One of the conditions placed on the project by the Chief Engineer of the Division of Water Resources is the use of a hydrologic computer model to determine the amount of recharge credits available for appropriation. The hydrologic computer model was developed by Burns & McDonnell to show all water uses in the project area and to account for all of the necessary components in order for the Division of Water Resources (DWR) to allocate water appropriations for the project.

The DWR requires that the model be run and a report submitted to them by June 1st of each year. This is the second year for this requirement. At the present time, Burns & McDonnell is the only resource available to perform the task. After the model is run this year, Staff and the engineer will work together to identify the most expedient way to accomplish this in future years, since this will be required for the life of the project.

Financial Considerations: The cost to run the model and prepare the report will not exceed $56,904. Funding is included in CIP W-549, Water Supply Plan Phase III, which has available over $5 million in 2008.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

Legal Considerations: The Law Department has reviewed and approved the Agreement

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

10.1.47.69_EXC
NCF 04222008-1

Attachments: Agreement with Burns & McDonnell for the 2007 ASR Accounting Model and Report.

Program Abstract

The City of Wichita, Kansas respectfully requests funding from the Bureau of Justice Assistance (BJA) for a planning and implementation grant. In partnership with COMCARE of Sedgwick County, the community mental health center, the City of Wichita Municipal Court proposes the Wichita/Sedgwick County Justice Collaborative: Alternative Treatments and Interventions for Consumers (ATIC). ATIC will build upon a decade's worth of City and County partnership to address the issue of mental health consumers in the criminal justice system. The purpose of ATIC is to identify persons with mental illness pre- and post-booking that would benefit from alternatives to typical incarceration or court sanctions.

ATIC will utilize two programs to work with persons with mental illness from the criminal justice system: a pre-booking alternative program to include Crisis Intervention Team (CIT) training and a Mental Health Court (MHC). Through CIT training, law enforcement officers will be cross-trained in mental health services, crisis de-escalation techniques and to make appropriate referrals for services at COMCARE or other agencies. It is anticipated that 5% of all law enforcement officers will be trained during the 36-month grant period. The MHC will afford consumers in the system pre- and post-adjudication alternatives. The MHC will have the capacity to serve 100 individuals at any given time.

The goals of ATIC, as identified in the objectives of the FY2008 Justice and Mental Health Collaboration Grant Announcement, are: Reduce recidivism of the mentally ill in the criminal justice system; Increase the number of criminal justice personnel trained in or using law enforcement-based diversion strategies (through CIT training); Increase the number of court-based diversion programs and alternative jail diversion strategies (through MHC); and Increase the quantity and quality of mental health and other services available to mentally ill offenders.

Statement of the Problem

In the City of Wichita, Kansas/Sedgwick County metropolitan area, a perfect storm is brewing. The number of persons with mental illness at the root of their offending behaviors has risen, and the criminal justice community is straining to keep up. Mental health-related calls to Wichita Police consume significant amounts of officer time, and the Sedgwick County Adult Detention Facility (SCADF) is recording its highest number of average daily bookings. In recent months, local television and print media have profiled jail inmates with mental illness, and the plight of their families for therapeutic accommodations. Inmates profiled have run the gamut of ages, criminal backgrounds and mental health diagnoses, but the message is the same: provide more mental health treatment options and assign fewer sanctions. COMCARE of Sedgwick County, the community mental health center (CMHC), and the Wichita Municipal Court are at the center of the storm, advocating for criminal justice and mental health collaboration pre- and post-booking.

Located in south-central Kansas, Sedgwick County is the second most populous of all 105 Kansas counties. The United States Census (2006) estimates more than 470,000 residents of diverse ethnic and cultural backgrounds reside within the county. Over 350,000 of which are residents in the City of Wichita, the largest city in the state. Sedgwick County is a rapidly growing region, with steady growth for the past five decades. COMCARE serves all residents of Sedgwick County, regardless of ability to pay, and serves over 13,000 consumers per year. COMCARE is the largest of Kansas's 26 CMHCs, with over 500 employees and eight programs.

The need for mental health jail diversion programs in Sedgwick County was first highlighted in a 2003 study of the county criminal justice system which found seven to ten (7-10)

persons with mental illness were booked into the Sedgwick County jail daily[1]. A subsequent study completed by Wichita State University (WSU) in 2005 found that 62% of inmates in the SCADF were current or prior COMCARE clients[2]. This is higher than the national rate (42.7%) of inmates that report having previously received mental health treatment by the Bureau of Justice Assistance (BJA)[3]. In 2006, a sample of daily bookings found three (3) previous or current COMCARE clients were booked on misdemeanor charges daily. In Sedgwick County, these inmates with mental illness have high recidivism rates. The Wichita Municipal Court serves a largely chronic offender population who are repeatedly arrested for conduct based on untreated mental illness and co-occurring substance use disorders. The 2005 WSU study found 96% of inmates sampled had prior arrests. Inmates had, on average, 14 prior arrests. In one case, an inmate with a history of mental illness had 18 prior arrests.

The overrepresentation of persons with mental illness in the jail is just one facet of the problem of unconstrained growth in the jail population in Sedgwick County. The number of inmate bookings in Sedgwick County has steadily increased over the past four calendar years:

	2007	**2006**	**2005**	**2004**
Average daily bookings	100	96	91	90
Total bookings	36,437	35,291	33,156	32,717

The Sedgwick County Sherriff's Office houses these inmates in a variety of settings to best accommodate the growing population. SCADF, most recently expanded in 2000, has a 1,068 single-bed capacity. By double-bunking 90 beds, SCADF can expand their total capacity to 1,158. The Sherriff's Office also operates a Work Release facility that houses inmates (157 bed

[1] Institute for Law and Policy Planning. (2003, December 31). *Sedgwick County Jail Population/Criminal Justice System Study.*

[2] Craig-Moreland, Delores & Birzer, Michael. (2005, August 23). *Targeted Sedgwick County Adult Detention Facility Expansion Feasibility Study: Interim Report*. Wichita State University.

[3] James, Doris J & Glaze, Lauren E. (2006, September, Revised 2006, December 14). *Bureau of Justice Statistics Special Report: Mental health problems of prison and jail inmates.* United States Department of Justice.

capacity), and contracts with neighboring counties to house some inmates. Approximately 180 inmates are housed outside the county daily. As of first quarter, 2008, the average daily inmate population (ADP) at SCADF, Work Release, and out-of-county housing is 1,413. This is in line with previous years: 1,444 ADP in 2007; 1,444 ADP in 2006; and 1,367 ADP in 2005. If current incarceration trends continue in Sedgwick County, WSU estimates SCADF will need to expand again, to a capacity of 1,660 beds by 2010 and 2,400 beds by 2020.

Detention staff are not the only criminal justice personnel coming in contact with these individuals. In 2007, Wichita Police handled 1,957 mental health-related cases. Through the end of March 2008, Police have handled 448 such calls. Not all mental health-related cases result in arrest; in some instances, law enforcement officers are able to recognize that the person they responded to needs mental health services, and will contact COMCARE's Crisis Intervention Services (CIS) 24 hours a day for assistance. Officers personally delivered 533 persons in mental health crisis to CIS for services in 2007; and 133 thus far in 2008.

The local newspaper recently profiled these mental health-related cases, and interviewed the Wichita Police Department. The article reported the average police officer makes $23 per hour; that mental health-related calls average two hours; and at least two officers are typically involved per call. Based on these figures, the article conservatively estimates Police spent $180,000 in 2007 on mental health-related calls; resources expended with no guarantee the offender would get help or would force a future police call. As quoted in the local newspaper, Deputy Wichita Police Chief Teri Moses stated "We wish there were more front-end options."[4]

To address community criminal justice issues, Sedgwick County leaders established the Criminal Justice Coordinating Council (CJCC) in 2004. The CJCC is a collaboration of stakeholders from Sedgwick County and the City of Wichita that serve as a planning and

[4] McCormick, Mark. (2008, March 9). *Use mental health funds early to save money later*. The Wichita Eagle: 1B.

advisory council. In November 2005, the CJCC developed the Criminal Justice Comprehensive Master Plan as a strategic approach to reduce county jail use and develop alternatives to incarceration. Recommendations of the plan specifically include creation of a mental health jail diversion program and mental health court.

The community currently has only a post-booking program which provides mental health services, the Sedgwick County Offender Assessment Program (SCOAP). SCOAP is a program of COMCARE, available to inmates as they transition out of jail and back into the community. SCOAP addresses the mental health needs of jail inmates whose mental illness is at the core of their arresting behavior. Participants receive aggressive outreach; community-based, intensive case management 24 hours a day; and access to treatment, housing, food and financial resources. Since opening in August 2006, SCOAP has served 291 mental health consumers.

Though this program has shown promising results, law enforcement interaction and jail bookings of mental health consumers continue to rise. These persons are often not identified in the post-booking jail diversion process due to their short length of stay at the jail. They may be released into the community post-incarceration without mental health assessment or intervention, housing or transportation at any time of day or night, increasing the risk for recidivism. Lack of housing and transportation resources for these consumers at the time of release from jail also increases the risk of recidivism. In order to decrease the number of persons with mental illness in the criminal justice system, both pre-booking and post-booking programs are necessary.

In partnership with COMCARE, the City of Wichita Municipal Court proposes the Wichita-Sedgwick County Justice Collaborative: Alternative Treatments and Interventions for Consumers (ATIC). ATIC will build upon a decade's worth of City and County partnership to address the issue of mental health consumers in the criminal justice system. The purpose of

ATIC is to identify persons with mental illness pre- and post-booking that would benefit from alternatives to typical incarceration or court sanctions. ATIC will utilize two programs to divert persons with mental illness from the criminal justice system: a pre-booking program to include Crisis Intervention Team (CIT) training and a post-booking Mental Health Court (MHC). The goals of ATIC, as identified in the objectives of the FY2008 Justice and Mental Health Collaboration Grant Announcement, are:

- BJA Objective 1: Reduce recidivism of the mentally ill in the criminal justice system.
- BJA Objective 2: Increase the number of criminal justice personnel trained in or using law enforcement-based diversion strategies (through CIT).
- BJA Objective 3: Increase the number of court-based diversion programs and alternative jail diversion strategies (through MHC).
- BJA Objective 6: Increase the quantity and quality of mental health and other services available to mentally ill offenders.

Pre-booking/CIT: To prevent mental health consumers from entering the criminal justice system, Wichita/Sedgwick County proposes implementing CIT training. CIT is a best practice approach, pre-booking diversion program. Diversion occurs at the consumers' point of contact with law enforcement officers. Successful diversion relies heavily on the effective interactions between police and mental health providers. CIT-trained officers who encounter a person exhibiting signs and symptoms of a mental health disorder, or are called to respond to such person, are trained to respond appropriately to and refer the individual for mental health or substance use services through COMCARE or another local service provider. It is estimated that 80 law enforcement officers will be trained on CIT during the project period.

MHC: The MHC will serve offenders in the Municipal Court who are arrested and whose psychological problems contribute significantly to their arresting behavior. The MHC will serve up to 100 participants at any given time. Eligibility criteria include adults who:

- Were previously or are currently diagnosed with a major mood or psychotic disorder;
- Manifest signs of their disorder at the time of arrest, confinement, or court hearings;
- Are charged with misdemeanor offenses through the Wichita Municipal Court;
- And live in Sedgwick County.

Project Design and Implementation

Mental health consumers in the Wichita/Sedgwick County area who come into contact with law enforcement officers or are incarcerated in the county jail will be identified and provided appropriate interventions. Through ATIC, mental health consumers will be identified pre-booking through CIT and post-booking through MHC. All mental health and substance use services will be coordinated through COMCARE. ATIC offers criminal justice and mental health professionals in the Wichita/Sedgwick County area the opportunity to better identify mental health consumers at all levels of involvement with the criminal justice system. ATIC also offers a process by which consumers can be referred to more appropriate or more intensive mental health treatment, rather than traditional criminal justice sanctions.

Pre-booking/CIT: ATIC will build upon current efforts to train officers on CIT in the Wichita/Sedgwick County area. Training will be coordinated and provided to law enforcement officers regarding how to recognize and effectively respond to persons in a psychiatric crisis. Through this grant project, Wichita/Sedgwick County will aim to train at least 80 Wichita Police Officers and Sedgwick County Sherriff Deputies. The long-term goal is to train 25% of all

officers in Wichita/Sedgwick County on CIT, per CIT program standard. Training will be a voluntary, and officers can elect to participate in CIT in addition to their standard duties.

Under the CJCC, COMCARE and other community stakeholders have met as a CIT workgroup to study the feasibility of CIT in Wichita/Sedgwick County. In March, 2008, representatives from COMCARE, Wichita Police, Sherriff's Office, Sedgwick County Mental Health Association, Via Christi Health Systems and National Alliance on Mental Illness (NAMI) attended a two-day CIT orientation in Memphis, Tennessee provided by the Memphis Police Department. Planning activities required for the Wichita/Sedgwick County CIT program are minimal, will require a maximum of six months, and include: resource assessment of community agencies that could assist with or participate in training activities and accept referrals of consumers that need assistance; training of select law enforcement officers and CIT council members in basic CIT programming; finalizing the CIT curriculum to be implemented in Wichita/Sedgwick County; and developing training plans and communications plans for interaction with the MHC. The Wichita/Sedgwick County CIT training structure will be modeled after the Memphis, TN CIT program. Public awareness campaigns will be coordinated through the City of Wichita Communications Team and the Sedgwick County Communications and Community Initiatives office.

The primary goals/objectives of CIT training, as outlined in the FY2008 grant announcement, and applicable to CIT include: Reduce recidivism of the mentally ill in the criminal justice system; Increase the number of criminal justice personnel trained in or using law enforcement-based diversion strategies; Increase jail diversion strategies; and increase the quantity and quality of mental health and other services available to mentally ill offenders.

Officers that volunteer for CIT training will receive 40 hours of training in mental illness and the local mental health system. The training will be provided free of charge by COMCARE in partnership with other community providers, consumers, family members, and local law enforcement training experts from Wichita Police and Sedgwick County Sherriff's Office. Training curriculum for the Wichita/Sedgwick County CIT will include:

- Overview of mental illness including: depression, suicide/suicide by cop, personality disorders, mental illness among elderly, and psychiatric medication
- Communication and De-escalation Skills
- Developmental Disabilities
- Civil Commitment and Other Legal Issues
- Homelessness
- Tactical Considerations

Officers trained in CIT will be able to:

- Recognize signs and symptoms of mental illness
- Learn to communicate with a person in crisis with a mental or developmental disability
- De-escalate crisis scenarios with individuals with mental illness
- Transport the individual, if necessary, to an appropriate site for services

Officers trained in CIT will serve as first responders to mental health-related calls in their designated geographic section of the community, or provide back-up services per initial responding officer request. All consumers served by a CIT officer will be offered community-based mental health and/or substance use treatment from COMCARE and receive assistance identifying ancillary social services. A COMCARE case manager will administer all personal treatment plans and will assist consumers in identifying and utilizing resources for housing,

vocational assistance, and physical health services. Consumers who decline COMCARE services will be provided a community services referral information form, COMCARE's 24-hour crisis telephone number and the CIT officer's contact information.

MHC: ATIC will build upon years of discussion and planning for a MHC. It has long been recognized by local judges that a MHC would benefit defendants and probationers in the Wichita Municipal Court. Therefore, implementation of the MHC, as recommended in the CJCC Master Plan, would require minimal planning activities. Planning will take a maximum of six months and will be coordinated by a multidisciplinary planning committee to include: one CIT Council member, Municipal Court and City legal staff, COMCARE staff, potential MHC partners and at least one consumer and one family member. This committee will also serve as a review committee for future program evaluation.

Planning activities will be guided by the BJA report: "Improving Responses to People with Mental Illnesses: The Essential Elements of a Mental Health Court." Activities will include: resource assessment of community agencies that could assist with or participate in training activities and accept referrals of consumers that need assistance; appointment of MHC team members; hiring and training of treatment provider/program coordinator; training of MHC team members; visiting Akron, Ohio to study the municipal MHC; and development of MHC protocol and guidelines. The Akron MHC, a BJA mental health court learning site, was chosen to visit based on similarities in MHC operations and community similarities. Public awareness and education campaigns will be coordinated through the City of Wichita Communications Team and the Sedgwick County Communications and Community Initiatives office.

The MHC team will consist of five members: judge, prosecutor, probation officer, defense attorney (all from the City of Wichita), and the Program Coordinator/treatment provider.

The MHC program coordinator will be a licensed, master's level, and qualified mental health professional (QMHP). Mental health assessment and case management services will also be available 24 hours a day by COMCARE. In the instance that a MHC participant should require law enforcement assistance, a CIT member would provide first response/services. The primary goals/objectives of the MHC, as identified by the FY 2008 grant announcement, and applicable to the MHC include: Reduce recidivism of the mentally ill in the criminal justice system; Increase jail diversion strategies; and increase the quantity and quality of mental health and other services available to mentally ill offenders. As evidenced by successful mental health courts nationwide, offenders who complete a judge-supervised treatment program are less likely to commit crimes again than those who serve jail time with no treatment intervention.

The MHC will afford participants who have nonviolent criminal charges and suffer from mental illness an opportunity to keep their criminal record free of a conviction for the offense(s) charged. It will also render assistance to persons who have not recognized, acknowledged, or sought help for their mental health problems. The program does this by providing a highly structured environment with frequent contact by providers in the community and frequent court review hearings to monitor treatment. The MHC will have two tracks, a pre-adjudication track for those offenders charged with non-violent offenses and a post-adjudication track for those persons convicted of a non-violent offense. Acceptance will be by referral and review. The key issue for the MHC is whether the alleged criminal activity is related to or caused by mental illness. This will be determined through case review, mental health assessment and team consultation. Participants may have any type of non-violent charge and any type of serious mental illness. The defendant may be a first time offender or have a lengthy record.

The MHC will accept referrals from an array of sources. Identification of persons to participate in the MHC will be imbedded into current jail booking and judicial processes as well as general law enforcement interaction. Upon booking into the detention facility, each inmate is currently screened within 12-18 hours for mental health and medical needs. These mental health professionals, based on results of the mental health screen, may make a referral for assessment for MHC program eligibility. Additionally, SCADF detention personnel may make a referral for assessment of program eligibility. COMCARE also receives a daily jail booking report that is compared to its database of known mental health consumers. Those matches will be also being assessed for participation in the MHC. If not identified at the time of booking, proposed participants may also be referred by the judge, prosecutor, or defense attorney.

Participation in the MHC is voluntary. The MHC defense attorney (or personal attorney of client's choice) will provide informed choice counsel both before and during program participation. If the arrestee agrees to participate in the MHC, the program coordinator will conduct a mental health assessment. The MHC program coordinator, as a QMHP, will conduct the assessment either in the jail or in the community. This will consist of a semi-structured interview based on DSM-IV axis I and II criteria, mini mental status exam, psychosocial history, and a risk assessment. It will also include a review of treatment history, noting past medication compliance, housing, family support, and language needs. Validated assessment tools will be reviewed and selected during the planning phase.

Other MHC team members will gather additional information about other pending criminal cases. If the defendant is not enrolled in the mental health system, the assessment will serve as the initial intake appointment and the individual will begin receiving services at that time as a condition of the bond. If the defendant is already enrolled, the current treatment team

will be notified and involved in the treatment planning and court recommendation process. Based on that interview and collateral sources of information obtained, an individualized treatment plan will be developed. An initial report based on the assessment will include initial treatment recommendations and will be submitted to the MHC. The first hearing will occur at the first available date and any other pending cases or obligations of the defendant will be addressed.

The MHC team will assess whether the defendant is an appropriate candidate for the MHC, and if so will propose to the MHC judge an alternative to traditional handling of the case by placing primary emphasis on the underlying mental health needs, emphasizing a "therapeutic jurisprudence" approach. The usual adversarial approach and focus on the criminal act will be placed in the context of solutions that are designed to help the individual address the mental health and social problems which lead to the behavior causing arrest, warrants or other difficulties. If a resolution of the case is not immediate, conditions of release with a discharge plan and specific mental health treatment obligations are ordered until the next hearing. These conditions also include such stipulations as no contact orders, no weapons, no drinking and no violations of the law. If housing is not immediately available, the MHC will use COMCARE's short-term (48 – 72 hour) crisis stabilization beds when appropriate.

If the defendant agrees to participate in the MHC, he or she will be engaged for a minimum of one year and a maximum of two years. This will include treatment obligations and intensive monitoring by dedicated probation staff assigned to the MHC who have expertise in dealing with mentally ill offenders. This monitoring begins in the courtroom, where the MHC judge reviews the obligations with the defendant and introduces him or her to the probation counselor, who will work with the defendant throughout the duration of his participation in the

MHC. The defendant will be assigned a COMCARE case manager, and will receive therapy services from the program coordinator as necessary.

Should a participant have a co-occurring mental health and substance use disorder, an individualized plan for individual or group substance abuse treatment will be developed and provided through COMCARE. COMCARE will provide co-occurring disorders treatment in both individual and group therapy sessions to address mental health and substance abuse needs simultaneously. COMCARE staff are trained in Integrated Dual Diagnosis Treatment (IDDT), an evidence-based practice for dually diagnosed consumers. Research indicates that treating the disorders concurrently produces better results than treating them separately or consecutively. COMCARE's psychiatrist will assess clients for potential medication needs.

The participant's case(s) and review of their compliance will stay in the MHC for up to two years, where the defendant's history, strengths and needs are well known to the MHC judge, probation and treatment staff, and attorneys. Review hearings are held as often as are needed to keep the defendant on track. The MHC will use a long-term problem solving view of the best interests of the defendant and the public. Mental health records will be stored in COMCARE's electronic medical records database indefinitely. Criminal justice records and mental health records will be stored in separate electronic databases. Upon termination of MHC participation, the records will remain separate.

MHC participants will have weekly review hearings to monitor the effectiveness of interventions, treatment compliance and probation compliance. An initial review hearing will be held to determine if the probationer has connected with the treatment provider and probation officers and if he/she is in compliance with probation conditions and their treatment plan. If there has not been contact with probation and/or the treatment providers, the purpose of the

compliance hearing will be to develop a structure and conditions for the defendant to make the necessary connections. Individuals accepted into the program must agree to the terms and conditions of the MHC including:

1. Attend monthly court review hearings;
2. Attend treatment;
3. Be drug and alcohol free during the program;
4. Not violate any laws of the City, State, or Federal government;
5. Pay court costs and fines if applicable;
6. Update address information if they move;
7. Not carry any deadly or dangerous weapons; and
8. Have random urinalysis testing.

As the participant progresses in the program, the MHC judge may order less frequent hearings. Defendants may be eligible for graduation from the MHC after one year of substantial compliance with the terms and conditions of the program. The participant's program may be extended for an additional year or the maximum allowable by City Ordinance for noncompliance with terms and conditions. The main reason to extend an individual's program is upon a clear showing that continued intervention is needed in order to assist the defendant in obtaining and/or maintaining a stable lifestyle. The MHC team will meet prior to the docket and discuss each case. A decision is made whether to recommend termination from the program, or continue treatment to see whether improved performance can be obtained. The MHC team will make every effort to keep participants in the program. If a participant has violated a term/condition of the program, the Judge may impose a sanction. A sample list of possible sanctions includes:

verbal reprimands, increased frequency of hearings, short-term incarceration, and discharge from program and continuation of criminal process.

The MHC team will acknowledge the successes participants make while on the program. Each individual on the program may encounter different levels of mental illness, addiction, relationship problems, housing concerns, job concerns, financial hardships, etc. When a participant has done something that deserves notice and appreciation, the team will make a special recommendation to the judge. The MHC judge has a particularly important role in the program. While he/she must maintain impartiality and decorum in the courtroom at all times, he/she may deem it appropriate to praise, clap for participants, and come down from the bench to shake hands with a participant. Though these practices may seem inconsistent with normal courtroom restraint, they do reflect the underlying nature of the MHC. The judge will actively promote and reinforce the successful treatment of participants.

Capabilities/Competencies

The Wichita/Sedgwick County Justice Collaborative: ATIC incorporates key local criminal justice and mental health agencies. The City of Wichita and Sedgwick County frequently collaborate on community programs. Establishment of the CJCC has facilitated in strengthening collaboration between local criminal justice and mental health stakeholders and lends well to successful implementation of ATIC. CJCC membership (voting and non-voting) includes the following representatives:

City of Wichita	Sedgwick County	
Municipal Court	District Court	COMCARE
Chief City Prosecutor	District Attorney	County Manager
City Mayor and Council	Division of Public Safety	Department of Corrections
Police Chief	County Board of Commissioners	County Sheriff

As the applicant, the City of Wichita Municipal Court will coordinate and provide financial grant

management services for both ATIC programs (MHC and CIT) as well as provide direct services through the MHC. The Municipal Court will contract with COMCARE to coordinate CIT training and to provide mental health and substance use treatment to consumers served through both programs. The Wichita Municipal Court and COMCARE have a strong working relationship and history of providing alternative sanctions to consumers for over a decade. Examples of prior and current collaboration include: development and implementation of the City of Wichita Drug Court in 1996; developed shared vision for, and implemented SCOAP in 2006; and established the CIT workgroup in 2007. Other ATIC collaborating agencies will provide assistance with ATIC project planning, training and implementation. ATIC collaborating agencies are as follows:

Crisis Intervention Team (Council members)	**Mental Health Court (Team members)**
COMCARE of Sedgwick County	City of Wichita Municipal Court – Judge
City of Wichita Municipal Court	City of Wichita Municipal Court – Probation
City of Wichita Police Department	City of Wichita Municipal Court – Public Defender
Sedgwick County Sheriff's Office	COMCARE of Sedgwick County
State of Kansas Parole and Re-Entry Office	City of Wichita Law Department
District Attorney's Office	Mental health consumer
Via Christi Health Systems Emergency Room	Consumer family member
NAMI Wichita – Consumer & Family member	

Consumers, advocates and family members will play a vital role in ATIC program planning and review. Consumers and family members will be engaged during the planning process either as CIT or MHC council members or will be solicited to provide insight on program structure. Consumers will have the opportunity to provide feedback during involvement with CIT or MHC, as well as after direct program treatment. Surveys will be used to collect quantitative and qualitative data from consumers and family members as appropriate.

Should the ATIC project be funded, key activities of CIT and MHC are as follows:

Pre-booking/CIT: Key Activities, Milestones and Responsible Partners		
Activity/Milestone		**Responsible Partner(s)**
Planning	Identify and appoint partners to open CIT Council seats	CIT Council
	CIT Council members attend basic CIT training	CIT Council
	Write training plan for law enforcement training	COMCARE; CIT Council
	Establish communication plan between CIT and MHC	COMCARE; Municipal Court
Implementation	Assess/debrief CIT consumer – law enforcement interventions	COMCARE; CIT Council
	Review MHC clients that interact with CIT	All applicable agencies
	Participate in cross-training with MHC	All applicable agencies
	Identify and train law enforcement officers on CIT	COMCARE; CIT Council
Evaluation	Weekly review of CIT cases	COMCARE
	Monthly meeting of CIT Council	COMCARE; CIT Council
	Monthly data reports to CIT Council and program evaluator	COMCARE
	Quarterly joint meeting of MHC and CIT Council	All applicable agencies
	Quarterly reports to CJCC	COMCARE; CIT Council
	Annual reports to City Council and County Commission	COMCARE; CIT Council
	Periodic reports to BJA, governing bodies and stakeholders	COMCARE; Municipal Court

MHC: Key Activities, Milestones and Responsible Partners		
Activity/Milestone		**Responsible Partner(s)**
Planning	Select MHC team members	Municipal Court
	Hire MHC coordinator	COMCARE; Municipal Court
	MHC team attend mental health court training	MHC Team
	MHC team visits Akron, Ohio to view MHC	MHC Team
	Review City Ordinances and pursue revision as necessary	Municipal Court
	Develop necessary contracts/Memorandum of Understanding	Municipal Court; COMCARE
	Finalize MHC program protocols	MHC Team
Implementation	Identify, assess and enroll MHC participants	All applicable agencies
	Participate in cross-training with CIT	All applicable agencies
Evaluation	Weekly review of MHC caseload	MHC Team
	Monthly data reports to CIT Council and program evaluator	MHC Coordinator
	Quarterly joint meeting of MHC and CIT Council	All applicable agencies
	Annual reports to City Council and County Commission	Municipal Court; MHC Team
	Periodic reports to BJA, governing bodies and stakeholders	Municipal Court; COMCARE

It is anticipated that barriers will be encountered while working through planning and implementation of ATIC's programs. Potential barriers, and strategies to overcome, include:

- Developing and sustaining multi-agency collaboration and community partnerships. Strategies include: development of equal partners, regular meetings, shared benefits, building trust, willingness to change, commitment from leadership, recognition of obstacles, clear understanding of the purpose, and memorandums of understanding.

- Legal and legislative barriers. Strategies include: developing eligibility criteria and memorandums of understanding that respect the rights of individuals and identifying legislative constraints and working with governing bodies and state legislators to make adjustments as necessary.
- Information sharing. Strategies include: identification of information sharing needs and developing appropriate interfaces between the collaborating agencies and CIT/MHC.

Impact/Outcomes, Evaluation, and Sustainment

Performance measures for the ATIC program will be collected as required in the Justice and Mental Health Collaboration Program FY2008 Grant Announcement. The CIT program will collect data required under objectives 2, 3 and 6. The MHC program will collect data required under objectives 1, 3 and 6. This data will be collected by COMCARE and Municipal Court, and documented in a variety of ways. A general CIT-interaction form will be filled out for each consumer served by the CIT. The consumer will be assigned a "study ID" to ensure privacy. The CIT data collection form will be modified from a sample form from the Denver, Colorado CIT. Additionally, a general MHC-interaction form will be filled out for each MHC participant. The consumer will be assigned a "study ID" to ensure privacy. The MHC-interaction form will be modified from the NIJ-BJA Mental Health Court Evaluation Study Referral Data Sheet in the BJA "Guide to Collecting Mental Health Court Outcome Data". Data collected from these forms will be forwarded on a monthly basis to the existing CJCC Criminal Justice Management Analyst. The CJCC Management Analyst currently collects and analyzes criminal justice data for the Wichita/Sedgwick County initiatives and provides regular updates on programs administered.

Data collected from consumers, families, law enforcement, and stakeholders will consist of surveys and tracking activity attendance. Measurements will include tracking the volume of

referrals from community partners, frequency of participation in stakeholder meetings and stakeholder surveys. This data will be cataloged by CIT council and MHC Team and forwarded to the CJCC Management Analyst for archive and future review.

Clinical and judicial records will be stored and reported through three separate, existing databases. Consumer demographic and clinical service information will be stored in COMCARE's PsychConsult electronic medical records database. PsychConsult will generate required grant reports including: number of participants, units of services, frequency of services, appointment completion rate, medications, housing and educational status and referrals made. Legal status is stored separately in the Wichita Municipal Court's E-Justice database and will generate required grant reports including: number of participants and program status, legal charges, legal status, court dates, disposition dates, recidivism rates. The jail database, ILEADS, will store and generate information about jail admissions. The CJCC Management Analyst will generate reports from ILEADS and provide the information to COMCARE and City staff. All information generated from the above mentioned reports will be archived and presented for future evaluation by the CJCC Management Analyst.

The CIT and MHC will each hold regular program review and evaluation meetings consisting of: weekly administrative review of cases; monthly data and outcome reports to the corresponding oversight committees; and periodic reports to the BJA and other community stakeholders. At each of these data review sessions/presentations, feedback will be documented, programmatic and procedural concerns will be addressed, and changes made as appropriate. At the end of each year, outcome data will be reviewed compared against national trends and similar program outcomes. Presentations will be made to the City Council, Board of Sedgwick County Commissioners and CJCC regarding each of the programs. The MHC and CIT programs will be

evaluated separately with the goal of seeking continued funding for the project through the city and county. A joint quarterly meeting will be held to review the two programs, and evaluate cross-training activities. More frequent meetings will occur between CIT officers and MHC team as necessary for consumers that interact with both programs.

To ensure grant funds will not supplant funding that would otherwise be available; each ATIC consumer will complete a financial resource assessment with a case manager to determine eligibility for and to complete applications for federal benefits. COMCARE staff have experience assisting consumers apply for public assistance, but will also be trained in SSI/SSDI Outreach, Access and Recovery (SOAR) beginning summer 2008. SOAR trains case managers to work with the consumer to apply for SSI/SSDI benefits to ensure approval on the first application. Nationwide, communities that have received SOAR training have first application approval rates of 65-95%. SOAR is based on the Substance Abuse and Mental Health Services Administration's *Stepping Stones to Recovery* Manual.

There will be no charge for participation in the MHC or to receive assistance of a CIT-trained officer. Mental health services, including case management, will be billed according to COMCARE procedures and payment data will be stored in PsychConsult. It is estimated that approximately half of all ATIC consumers will meet the Kansas definition of having SPMI and qualify for Medicaid-reimbursable, community-based services. Participants that do not meet criteria and do not have a medical care funding source will be charged for services based on a sliding scale. COMCARE does not deny services based on inability to pay for services. Federal funding will be used solely to pay for CIT and MHC training, administrative and personnel costs that may not be billed to third-party payer sources such as Medicaid and Medicare.

Wichita-Sedgwick County Justice Collaborative:
Alternative Treatments and Interventions for Consumers (ATIC)
Project Time and Task Plan

Year 1 – Six-month planning period

Month 1 **Month 2** **Month 3** **Month 4** **Month 5** **Month 6**

MENTAL HEALTH COURT PLANNING AND DEVELOPMENT

GOAL: Mental Health Court Team Member Identification and Training (within 6 months).

Activity: Selection of MHC Team members; Hire MHC Coordinator (Municipal Court and COMCARE)
Activity: Attend mental health court training (MHC Team).
Activity: Visit Akron, Ohio for program site visit (MHC Team)

GOAL: Mental Health Court Creation (within 6 months).

Activity: Review applicable City Ordinances and pursue revisions as necessary (Municipal Court).
Activity: Develop necessary memoranda of understanding (Municipal Court and COMCARE).
Activity: Finalize program protocols and data collection/reporting requirements (MHC Team).

CRISIS INTERVENTION TEAM PLANNING AND DEVELOPMENT

GOAL: Finalize CIT program administration and CIT Council membership (within 6 months).

Activity: Identify and appoint partners to open positions (CIT Council).

GOAL: Establish communications and training plans (within 6 months).

Activity: Law enforcement officers receive basic CIT training (CIT Council).
Activity: Write training plan for CIT law enforcement training (COMCARE, CIT Council)
Activity: Establish communications plan between CIT and MHC; establish MHC/CIT cross-training protocol (all applicable agencies).

Wichita-Sedgwick County Justice Collaborative:
Alternative Treatments and Interventions for Consumers (ATIC)
Project Time and Task Plan

Years 2 & 3 – Implementation and Evaluation Period

Year 1- months 6-12	Year 2- months 1-6	Year 2- months 6-12	Year 3- months 1-6	Year 3- months 6-12

MENTAL HEALTH COURT IMPLEMENTATION

GOAL: Enroll and serve participants in Mental Health Court (ongoing).

Activity: Identify potential participants from those defendants/probationers currently in the municipal court system and CIT members (all applicable agencies)
Activity: Assess and enroll participants in Mental Health Court (MHC Team).
Activity: Provide cross-training to CIT regarding MHC beginning in year 2 (all applicable agencies).

CRISIS INTERVENTION TEAM IMPLEMENTATION

GOAL: Officers respond to consumers and continue to train on CIT (ongoing).

Activity: Assess/debrief interventions as appropriate (COMCARE, CIT Council).
Activity: Review of MHC clients that interact with CIT (CIT and MHC Coordinators).
Activity: Provide cross-training to MHC regarding CIT beginning in year 2 (all applicable agencies).
Activity: Train additional law enforcement officers on CIT (COMCARE, CIT Council).

EVALUATE MENTAL HEALTH COURT

GOAL: Evaluate Program, Monitor Services, Make Adjustments, and Report Outcomes (ongoing).

Activity: MHC Team weekly review of cases (MHC Team).
Activity: Monthly data reports to MHC Team and program evaluator (MHC Coordinator).
Activity: Quarterly meeting of MHC Team and CIT council (all applicable agencies).
Activity: Annual reports to City Council and County Commissioners (Municipal Court).
Activity: Periodic reporting to BJA and Stakeholders (Municipal Court, COMCARE).

EVALUATE CRISIS INTERVENTION TEAM

GOAL: Evaluate Program, Monitor Services, Make Adjustments, and Report Outcomes (ongoing).

Activity: Weekly review of CIT cases (COMCARE).
Activity: Monthly meeting of CIT Council (COMCARE, CIT Council).
Activity: Monthly data reports to CIT Council and program evaluator (COMCARE).

Activity: Quarterly meeting of MHC Team and CIT program administrators (all applicable agencies).
Activity: Quarterly reports to CJCC (COMCARE, CIT Council).
Activity: Annual reports to City Council and County Commissioners (COMCARE).
Activity: Periodic reporting to BJA and Stakeholders (Municipal Court, COMCARE).

Budget Detail Summary Worksheet

Breakdown each category (A – I) into Federal and local share.

Category	Total	Federal	Local
A. Personnel	$223,002	$115,986	$102,535
B. Benefits	$39,908	$39,908	-0-
C. Travel/Training	$ 22,923	$22,923	-0-
D. Equipment	$10,472	$10,472	-0-
E. Supplies	$30,000	$30,000	-0-
F. Construction	-0-	-0-	-0-
G. Treatment Costs	-0-	-0-	-0-
H. Other Costs	$8,700	$8,700	-0-
I. Indirect Costs	$10,439	$10,439	-0-
Total Project Costs	$340,963	$238,428	$102,535

Federal Request $238,428

Non-Federal Amount $102,535

Budget Narrative

Total program costs based on receiving a planning and implementation grant. The City of Wichita/COMCARE match is in kind labor through personnel that will staff/coordinate the Mental Health Court.

Budget Detail and Narrative Worksheet

A. **Personnel**

	Grant Funded Salaries	
Name/Position	**Salary Computation**	**Cost**
Part-Time Prosecutor Range C43	$20,700 x 2 years x 100%	$41,400
Qualified Mental Health Professional	$37,293 x 2 years x 100%	$74,586
Total 100% Salaries		**$115,986**
	In-Kind Salaries	
Bryce A. Abbott Municipal Court Judge Division II	$ 93,452 x 25% x 2 years	$ 46,730
Donte Martin Coordinator/ Assistant to Director	$ 57,616 x 5% x 2 years	$ 5,760
Probation Officer	$ 46,860 x 35% x 2 years	$32,802
Mary McDonald Assistant City Attorney/ Prosecutor Supervisor	$ 86,244 x 5% x 2 years	$8,624
Program Manager Sedgwick County Offender Assessment Program	$43,097 x 20% x 2 years	$8,619
Total In-Kind Salaries		**$102,535**

B. **Benefits**

B. Benefits	
Total 100% Benefits (Prosecutor and QMHP positions)	**$ 39,908**

Budget Narrative

Salaries/benefits for personnel involved in the City of Wichita Mental Health Court (MCH). Percentage of time spent working on MCH factored in to obtain personnel costs for staffing MCH. Salaries/benefits listed at 100% to be paid by the grant.

C. Travel/Training

Purpose of Travel	Destination	Item	Computations	Cost
2009 Annual Mental Health Court Conference	Undetermined Destination	Meals	4 team member x $58/day x 6 days (per diem) per IRS guidelines & City policy.	$1,392
2010 Annual Mental Health Court Conference	Undetermined Destination	Meals	4 team member x $58/day x 6 days (per diem) per IRS guidelines & City policy.	$1,392
Site Visit – Other Mental Health Court	Akron, Ohio	Meals	4 team member x $49/day x 3 days (per diem) per IRS guidelines & City policy.	$588
Training of CIT Staff	Wichita, KS	Meals	3 CIT team trainers x $49/day x 3 days	$441
Total Meals				**$3,813**
Purpose of Travel	**Destination**	**Item**	**Computations**	**Cost**
2009 Annual Mental Health Court Conference	Undetermined Destination	Lodging	4 team member x $188/day x 6 days	$4,512
2010 Annual Mental Health Court Conference	Undetermined Destination	Lodging	4 team member x $188/day x 6 days	$4,512
Site Visit – Other Mental Health Court	Akron, Ohio	Lodging	4 team member x $78/day x 3 days	$936
Training of CIT Staff	Wichita, KS	Lodging	3 CIT team trainers x $75/day x 3 days	$675
Total Lodging				**$10,635**
Purpose of Travel	**Destination**	**Item**	**Computations**	**Cost**
2009 Annual Mental Health Court Conference	Undetermined Destination	Transportation	4 team members x $525 plus $40 Taxi to/from Airport	$2,260
2010 Annual Mental Health Court Conference	Undetermined Destination	Transportation	4 team members x $525 plus $40 Taxi to/from Airport	$2,260
Site Visit – Other Mental Health Court	Akron, Ohio	Transportation	4 team members x $525 plus $40 Taxi to/from Airport	$2,260
Training of CIT Staff	Wichita, KS	Transportation	3 CIT team trainers x $525 plus $40 taxi to/from airport	$1,695
Total Transportation				**$8,475**

C. Total Training Costs				
Total Meals				**$3,813**
Total Lodging				**$10,635**
Total Transportation				**$8,475**
Total Training Costs				**$22,923**

Budget Narrative

Total costs estimated for MCH staff to attend training sessions and site visits throughout the United States. Costs figured using the City of Wichita Travel and Training Administrative Regulation 3.1 as well as IRS Publication 1542. Both documents were used to figure allowable rates for meals, lodging, and transportation.

D. Equipment

Equipment Costs	
2 ea Dell Latitude Laptop Computers @ $2,176	4,352

Monthly Access Fees for 24 months	
1 Sprint Aircard @ $43 monthly for 24 months	1,032
1 Public Safety Record's Mgmt Application @ $25 per month x 2 years	$600
1 Outlook email accounts @ $17 per month x 2 years	$408
1 Laptop Network Charge @ $130 per month x 2 years	$3,120
1 Internet Access Charge @ $40 per month x 2 years	$960
Total Equipment Charges	$10,472

Budget Narrative
Total equipment costs for additional staff necessary to operate MCH

E. Supplies

Supply/Printing Costs	$ 30,000

Budget Narrative
Total estimated supply/printing costs necessary to operate MCH and CIT. Includes costs for training (initial, ongoing and cross-training), program marketing materials, program evaluation materials, and CIT officer outreach supplies, and incentives for MHC clients.

F. **Other Costs**

Registration Fees				Cost
Registration Fees (2009 & 2010 NAMI National Conventions)				**$2,200**
Translation Services				**2,500**
Recognition Ceremony				**$4,000**
Total Other Costs				**$8,700**

Budget Narrative
Conference registration costs were estimated using rates from the National Alliance on Mental Illness (NAMI) 2008 National Convention. Translation costs incurred will be for translating MHC and CIT program materials and handouts, and are estimated at rate of $25 per hour. Recognition Ceremony for CIT-trained officers will occur once per project year, as suggested by the Memphis, TN CIT model program

G. Total Indirect Costs

Total Indirect Costs	Indirect Costs
Administrative Charges	$ 10,439

Budget Narrative

Indirect Costs include administrative fees charged by the City of Wichita Finance Department for grant oversight, check writing, and auditing. Charges figured at 9% of personnel costs not including the in kind match.

Agenda Item No. 46.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Grant Application – Mental Health Court

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the grant application.

Background: The Bureau of Justice Assistance is seeking joint grant applications from eligible applicants seeking to plan and implement an adult collaboration program for individuals with mental illness who come into contact with the criminal justice system. For many years the Court and members of the prosecutorial and defense bar have recognized the need to provide mental health services and resources to those individuals appearing in Municipal Court primarily due to mental health issues. Currently, the Court has limited options available to address the underlying causes for these individuals' criminal behavior. The City of Wichita Municipal Court, Law Department and COMCARE of Sedgwick County are pursuing a $250,000 Planning and Implementation Grant to develop a strategic plan and implement a City of Wichita Mental Health Court.

The City of Wichita Municipal Court proposes the Wichita/Sedgwick County Justice Collaborative Alternative Treatments and Interventions for Consumers (ATIC). ATIC will address the mental health issues of citizens in the criminal justice system. The purpose of ATIC is to identify arrestees with mental illness pre- and post-booking that would benefit from alternatives to typical incarceration or court sanctions. ATIC will utilize two programs to work with persons with mental illness from the criminal justice system: a pre-booking alternative program to include Crisis Intervention Team (CIT) training and a Mental Health Court (MHC). Through CIT training, law enforcement officers will be cross-trained in mental health services, crisis de-escalation techniques and to make appropriate referrals for services at COMCARE or other agencies.

The Mental Health Court would provide a non-traditional, therapeutic approach to dealing with criminal offenders who have mental health issues. The judge, prosecutor, probation officer and treatment provider would work as a team using a non-adversarial approach to address the mental health issues of defendants/probationers. Defendants/probationers with mental health issues would be referred to the Sedgwick County Assessment Program for mental health assessment and supervised treatment for a minimum period of one-year. During the course of the one year period, participants, with the assistance of mental health clinicians and the Mental Health Court team, will develop a plan of care that specifically targets the offenders' needs to achieve independence and a high quality of life through intensive case management, medication management, supportive living arrangements, co-occurring disorder treatment, and various other supportive services throughout the Wichita area. The primary goals of the Mental Health Court are to provide treatment to offenders with mental illness, address social support needs, reduce recidivism for the mentally ill offender population, and help reduce incarcerations and court over-crowding.

Analysis: The Bureau of Justice Statistics on Mental Health Problems of Prison and Jail Inmates indicate that over half of those incarcerated in jails across the country have a mental health problem. Local studies support the finding that individuals with mental illness represent a higher percentage when compared to the general population. The aforementioned studies reflect the opinion of the City of Wichita Municipal Court that many of those who show up repeatedly on the dockets are those offenders with mental health issues whose treatment needs are not adequately addressed. A Mental Health Court will address these

issues by providing participants the opportunity to receive community-based, outpatient treatment and services 24 hours per day through COMCARE, while providing a highly structured environment with frequent court review hearings to monitor treatment.

The Bureau of Justice Assistance grant would provide up to $250,000 for the planning and implementation of a Mental Health Court; including salaries and equipment for a two-year period for a part-time prosecutor and a qualified mental health professional. The funding would also provide training and site visits to other mental health courts for a four-member team.

Financial Considerations: The proposed grant application totals $340,963 the federal share of the grant is $238,428. The grant will pay salary, equipment costs, training for a two-year period and site visits to other mental health courts. In-kind funding of $102,535 will provide the City's match for this grant. At the conclusion of the grant period the mental health court will be evaluated and outcomes will be reported. If the program is successful, continuation of the part-time City of Wichita prosecutor will be requested in the 2010/2011 budget. The estimated annual costs would be $24,000 for personnel services and annually $3,050 in computer equipment and application costs.

Goal Impact: The implementation of a mental health court addresses the Safe and Secure Community goal by providing treatment to offenders with mental illness; addressing social support needs, reducing recidivism for the mentally ill offender population, helping reduce incarcerations and court over-crowding.

Legal Considerations: The grant award would establish a new program in Municipal Court, which the City has the power and authority to implement.

Recommendations: It is recommended the City Council approve the grant application and authorize the Mayor to sign the grant application and grant assurances.

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

The U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance is pleased to announce that it is seeking applications for funding under the Justice and Mental Health Collaboration Program. This program furthers the Department's mission by increasing public safety through innovative cross-system collaboration for individuals with mental illness who come into contact with the criminal or juvenile justice systems.

Justice and Mental Health Collaboration Program
FY 2008 Competitive Grant Announcement

Eligibility

Applicants are limited to states, units of local government, Indian tribes, and tribal organizations.
(See "Eligibility," page 1)

Deadline

All applications are due by 8:00 p.m. e.t. on May 6, 2008.
(See "Deadline: Applications," page 1)

Contact Information

For assistance with the requirements of this solicitation, contact: Rebecca Rose, BJA Policy Advisor, at 202–514–0726 or rebecca.rose@usdoj.gov.

This application must be submitted through Grants.gov. For technical assistance with submitting the application, call the Grants.gov Customer Support Hotline at 1–800–518–4726.

Grants.Gov number assigned to announcement: BJA-2008-1819
Release date: March 3, 2008

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Justice and Mental Health Collaboration Program CDFA #16.745

Overview of the Justice and Mental Health Collaboration Program

The Justice and Mental Health Collaboration Program seeks to increase public safety through innovative cross-system collaboration for individuals with mental illness who come into contact with the criminal or juvenile justice systems. The Bureau of Justice Assistance (BJA) is seeking joint applications from eligible applicants seeking to plan, implement, or expand an adult or juvenile collaboration program. This program is funded through the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Public Law 108-414).

Deadline: Registration

Registering with Grants.gov is a one-time process; however, if you are a first-time registrant, it could take up to several weeks to have your registration validated and confirmed and to receive your user password. It is highly recommended you start the registration process as early as possible to prevent delays in submitting your application package to our agency by the deadline specified. There are three steps that you must complete before you are able to register: 1) register with Central Contractor Registry (CCR), 2) register yourself as an Authorized Organization Representative (AOR), and 3) be authorized as an AOR in your organization. For more information, go to www.grants.gov. **Note: Your CCR registration must be renewed once a year. Failure to renew your CCR registration will prohibit submission of a grant application through Grants.gov.**

Deadline: Applications

The due date for applying for funding under this announcement is 8:00 p.m. e.t. on May 6, 2008.

Eligibility

Applicants are limited to states, units of local government, Indian tribes, and tribal organizations. BJA will only accept joint applications; each application must demonstrate that the proposed cooperative project will be administered jointly by a mental health agency and a unit of government with responsibility for criminal or juvenile justice activities.

American Indian Tribes and Alaska Native Tribes and/or Tribal Organizations: All tribal applications must be accompanied by a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable government body. If the grant will benefit more than one tribal entity, a current authorizing resolution or other enactment of the tribal council or comparable government body from each tribal entity must be included. If the grant application is being submitted on behalf of a tribal entity, a letter or similar document authorizing the inclusion of the tribal entity named in the application must be included.

Justice and Mental Health Collaboration Program-Specific Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The Justice and Mental Health Collaboration Program will increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for adult or juvenile offenders with mental illness. The program encourages early intervention for system-involved individuals with mental illness; provides new and existing mental health courts with various treatment options; maximizes diversion opportunities for nonviolent offenders with mental illness and co-occurring disorders; promotes training for justice and treatment professionals on criminal justice processes and mental health and substance abuse issues; and facilitates communication, collaboration, and the delivery of support services among justice professionals, treatment and related service providers, and governmental partners. Grant funds may be used to:

- Plan, create, or expand programs that promote public safety by providing appropriate services for system-involved individuals with mental illness.
- Plan, create, or expand specialized training programs for criminal justice and mental health personnel.
- Plan, create, or expand mental health courts, other court-based programs, or diversion and alternative prosecution and sentencing programs (including crisis intervention teams or co-responder law enforcement programs, or treatment accountability services for communities).
- Promote and provide mental health treatment and transitional services for those incarcerated or transitional reentry programs for those released from any penal or correctional institution.

BJA supports an intervention model proposed by the National GAINS Center and the Ohio Criminal Justice Coordinating Center of Excellence. The Sequential Intercept Model identifies "points of interception" where an intervention can be made to keep an individual with mental illness from entering or moving further into the justice system. BJA also supports a comprehensive model for systems-involved youth; for details, visit www.ncmhjj.com/Blueprint/pdfs/ProgramBrief_06_06.pdf.

Applicants should review Public Law 108-414, as it defines terms used in this solicitation.

Award Categories
Justice and Mental Health Collaboration Program grants are available in one of the following three categories. Each category requires a joint application with a mental health agency and unit of government responsible for criminal and/or juvenile justice activities.

CATEGORY I: PLANNING
Grant maximum: $50,000. Project period: 12 months.
Category I applicants (local or state level) will *design* a strategic, collaborative plan to initiate systemic change for the identification and treatment of offenders with mental illness. Key to the planning category is the development of an effective collaboration representing support from all levels of government, justice, mental health and treatment services, transportation, housing, advocates, consumers, and family members. This collaboration will ultimately form the basis for a problem solving model, or strategic plan, to intercept individuals from the system at the

earliest point possible while promoting public safety. Category I grantees will receive intensive technical assistance from BJA throughout the grant period to support their planning efforts.

CATEGORY II: PLANNING AND IMPLEMENTATION
Grant maximum: $250,000. Project period: 36 months.
Category II applicants will *complete* an already-initiated strategic plan for their mental health collaboration, and then *begin* implementation of the plan during the project period. Applicants in this category will submit their draft plan as part of the application review process. While plans need not be final, they should reflect substantive thought and activity toward planning a mental health collaboration. Approximately six months of the total project period should be used to complete details on plans, with the remaining months used to begin implementation of the plan. Category II grantees will receive approval from BJA to begin the implementation phase of their grant once they have successfully met all planning performance measures, and will receive intensive technical assistance from BJA during the planning period of the grant.

Category III: IMPLEMENTATION AND EXPANSION
Grant maximum: $200,000. Project period: 24 months.
Category III applicants will *implement*—and may expand—their well-established collaboration plan. Implementation and expansion grants can support mental health courts and diversion/alternative prosecution and sentencing programs, crisis intervention teams, and treatment accountability services; specialized training for justice and treatment services professionals; service delivery for collateral services such as housing; and corrections, transitional, and reentry services to create or expand mental health and support services. Category III funding can be used to support limited expansion planning, if the planning is implemented within the project period.

Match Requirement

A grant made under this program may not cover more than 80 percent of the total costs of the project being funded during the first two years of the grant. For Category II (Planning and Implementation), the grant can cover no more than 60 percent of the total costs of the project during the third year. The applicant must identify the source of the non-federal portion of the budget and how match funds will be used. Applicants may satisfy this match requirement with either cash or in-kind services. The formula for calculating match is:

Award amount = Adjusted Project Costs X Recipient's Share = Required Match
Federal Share

Example: For a federal award amount of $250,000, match would be calculated as follows:

$250,000 = $312,500 X 20% = $62,500 match
80%

Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measures the results of their work. Performance measures for this solicitation are as follows:

Objectives	Performance Measures	Data Grantee Provides
Objective 1: Reduce recidivism of the mentally ill in the criminal justice system.	**Outcomes:** Percentage of program participants who recidivate within one year after completion of the program.	**For the current reporting period:** Number of individuals law enforcement responded to through: -Arrest. -Diversion from arrest. -Referral to mental health services. -No legal action – cite and let go.
	Percentage of program participants who recidivate while engaged in the program.	Number of individuals participating in a program supervised by: -Courts. -Corrections. -Juvenile.
	Percentage of program participants who successfully complete the program.	Number of program participants who successfully completed programs supervised by: -Courts. -Corrections. -Juvenile. Number of program participants who completed a program within the last year who committed a new crime:[1] -Courts. -Corrections. -Juvenile. Number of current program participants who: -Experienced one or more technical violations of supervision. -Were terminated from the program. -Committed a new crime. Number of days in jail experienced by program participants due to: -A new crime. -Technical violation of probation or parole. -Sanctions for non-compliance with conditions of program.

[1] A new arrest should only be counted once for each program graduate. If the graduate is arrested for two new offenses, only the first arrest should be counted, regardless of different reporting periods.

		Proportion of program participants who experienced jail days due to: -A new crime. -Technical violation of probation or parole. -Sanctions for non-compliance with conditions of program.
Objective 2 Increase the number of criminal justice personnel trained in or using law enforcement-based diversion strategies.	**Output:** Number of new law enforcement/mental health partnerships established. Number of law enforcement/mental health providers cross-trained.	**For the current reporting period:** Number of new law enforcement/mental health partnership programs established. Number of law enforcement and mental health training sessions conducted. Number of personnel trained: -Mental health and substance abuse staff. -Criminal justice staff.
Objective 3 Increase the number of court-based diversion programs and alternative jail diversion strategies.	**Output:** Number of new mental health courts and other court-based diversion programs established. Dispositions of individuals screened and served by new mental health courts and other court-based diversion programs.	**For the current reporting period:** Number of new mental health courts established: -Pre-adjudication. -Post-adjudication. Number of new non-mental health court court-based diversion programs established: -Pre-adjudication -Post-adjudication Number of individuals screened/assessed for mental illness for participation in a mental health court or other court-based diversion program. Number of individuals accepted into the mental health court or other court-based diversion program. Number of individuals who are denied enrollment into the mental health court or other court-based diversion program. Number of individuals who declined to participate in the mental health court or other court-based diversion program. Number of individuals participating in a mental health court or other court-based diversion program: -Pre-adjudication -Post-adjudication

Objective 4 Increase the number of juvenile justice collaborations.	**Output:** Number of new government partnership compacts formed among mental health, municipal, county, and state government elected officials to address juvenile mentally ill offenders.	**For the current reporting period:** Number of new juvenile justice compacts formed.
Objective 5 Increase the number of correctional-based transition programs for mentally ill offenders.	**Output:** Number of new correctional based transition programs for mentally ill offenders established. Dispositions of individuals screened and served by new mental health courts and other court-based diversion programs.	**For the current reporting period:** Number of new correctional-based transition programs for mentally ill offenders established: -Pre-release, jail. -Pre-release, prison. -Pre-release, juvenile facility. -Post-release. Number of individuals screened/assessed for mental illness for participation in a correctional-based transition program for mentally ill offenders. Number of individuals accepted into the correctional-based transition program for mentally ill offenders. Number of individuals who are denied enrollment into the correctional-based transition program for mentally ill offenders. Number of individuals who declined to participate in the correctional-based transition program for mentally ill offenders. Number of individuals participating in a correctional-based transition program for mentally ill offenders: -Pre-release, jail. -Pre-release, prison. -Pre-release, juvenile facility. -Post-release.
Objective 6 Increase the quantity and quality of mental health and other services available to mentally ill offenders.	**Output:** Increase the number and types of services available to mentally ill offenders in the program.	**For the current reporting period:** Number of service referrals to: -Mental health. -Substance abuse. -Co-occurring. -Housing. -Employment. -Education. -Other. Number of partners who have agreed to provide services for: -Mental health. -Substance abuse.

		-Co-occurring. -Housing. -Employment. -Trauma. -Education. -Other.
	Improve the quality of available services to offenders with mental illness.	Number of individuals who are released to the community with a discharge plan that is: -Written. -Presented to the supervising criminal justice agency. -Shared with faith-based and/or community providers. Number of individuals who are discharged: -With adequate medication until first appointment with a psychiatrist. -With care coordination/case management. -With referrals to community services.

How To Apply

DOJ is participating in the e-Government initiative, one of 25 initiatives included in the President's Management Agenda. Part of this initiative—Grants.gov—is a "one-stop storefront" that provides a unified process for all customers of federal grants to find funding opportunities and apply for funding.

Grants.gov Instructions: Complete instructions can be found at www.grants.gov.
If you experience difficulties at any point during this process, please call the Grants.gov Customer Support Hotline at **1–800–518–4726**.

CFDA Number: The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.745, titled "Justice and Mental Health Collaboration Program," and the funding opportunity number is **BJA-2008-1819.**

A DUNS number is required: The Office of Management and Budget requires that all businesses and nonprofit applicants for federal funds include a DUNS (Data Universal Numeric System) number in their application for a new award or renewal of an award. Applications without a DUNS number are incomplete. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1–866–705–5711 or by applying online at www.dunandbradstreet.com. Individuals are exempt from this requirement.

What an Application Must Include

Standard Form 424

Program Abstract and Narrative (Attachment 1)
Program Abstract: Applicants must provide an abstract that clearly identifies the funding category (i.e., Planning, Planning and Implementation, or Implementation and Expansion); the scope of the proposed work (e.g., mental health courts, diversion, sentencing, crisis intervention teams, etc.); how the applicant plans to solve or make progress on the problem; and the amount of federal funding requested. The abstract must be double-spaced, using a standard 12-point font (Times New Roman is preferred) with 1-inch margins, and must not exceed 1 page.

Program Narrative: The program narrative must respond to the solicitation and the Selection Criteria (1–3, 5) in the order given. Submissions that do not adhere to the format will be deemed ineligible. The program narrative must be double-spaced, using a standard 12-point font (Times New Roman is preferred) with 1-inch margins, and must not exceed 20 pages. Please number pages "1 of 20," "2 of 20," etc.

Budget and Budget Narrative (Attachment 2)
Applicants must provide a budget that is complete and allowable. Applicants must submit a budget worksheet and budget narrative in one file. A fillable budget detail worksheet form is available on OJP's web site at www.ojp.usdoj.gov/funding/forms.htm. For implementation grants, include estimated costs for a four-member team to attend two national meetings.

Project Time and Task Plan and Memoranda/Letters (Attachment 3)
Attach a *Project Time and Task Plan* with each project goal, related objective, activity, expected completion date, and responsible person or organization, and *Memoranda of Understanding* or *Letters of Support.*

Selection Criteria

1. **Statement of the Problem (20 percent of 100)**
   Describe the problem the project will address. Document the extent of the problem with local/state data and include trend analysis. Describe the project's geographic environment, target population, socioeconomic factors, and priority as a community concern.

   Implementation Applicants
   Provide a concise analysis of the target population, including the projected number of individuals to be served. Describe the guidelines that will be used to identify participants. Applicants must show that the identified needs are consistent with the priorities of the state, tribe, or county with primary responsibility for the provision of services, and include a letter from the state, tribe, or county indicating the proposed project addresses a state, tribe, or county priority.

2. **Project Design and Implementation (35 percent of 100)**
   Planning Applicants
   Describe proposed planning activities and expected outcomes. Planning activities should include a needs and resource assessment and also can include: a model to effectively identify, coordinate, and share funding and related resources; organizational or structural changes; a strategy for interagency coordination and communication; the expansion of professional, consumer, and family support systems; a design for policy development and

implementation for system improvements and sustainability; professional development for staff; information systems development; and public awareness and educational initiatives.

State planning applicants also must identify state-level efforts to improve outcomes for mentally ill offenders across disciplines, and describe how the proposed collaboration relates to existing state and local justice and mental health plans and programs.

Implementation Applicants
Describe the proposed approach and the project's purpose, goals, and objectives. Describe how the goals will address the overall program purpose and identified needs in the Statement of the Problem and provide a logic model that links key project components with goals and objectives. Discuss the responsibilities of each participating agency and how resources will support the delivery of needed services to offenders. Describe the plan to screen potential participants and to conduct tailored, validated needs-based assessments. Describe how adequate community-based mental health and coordinated treatment services will be made available to participants, including those with co-occurring disorders, at the time of their release. For law enforcement programs, describe the strategies to identify and respond to incidents involving mentally ill offenders, including the number of individuals to be screened and enrolled. Outline how ancillary social services, such as housing placement, vocational training, education, mentoring, health care and benefits, and other services offered by faith-based and/or community organizations, will be coordinated and accessed, as well as services for participants with developmental and learning disabilities.

3. **Capabilities/Competencies (20 percent of 100)**
   Describe the project collaboration structure and how it will ensure successful project planning and/or implementation. Identify key stakeholders and their respective roles. Describe the anticipated role of consumers, advocates, and family members in the project. Indicate key activities, milestones, and responsible partners. Describe any potential barriers to implementing the project and strategies to overcome them.

4. **Budget (10 percent of 100)**
   Provide a proposed budget that is complete, allowable, and tied to the proposed activities. For implementation grants (Categories II and III), include funding for a four-member team to attend two national grantee meetings.

5. **Impact/Outcomes, Evaluation, and Sustainment (15 percent of 100)**
   Describe the evaluation process, including assessments of implementation outcomes. Discuss how variables like stakeholder support and service coordination will be defined and measured. Specify how federal support will be used to supplement, not supplant, funding that would otherwise be available, including third-party resources for services covered under programs such as Medicaid and Medicare. Describe the process for collecting performance measure data and any other state or local outcomes to measure project effectiveness in promoting public safety and access to services for offenders with mental illness. Describe how evaluation and collaborative partnerships will be leveraged to build long-term support and resources to sustain the project when the federal grant ends.

Review Process

BJA ensures a competitive and equitable process for awarding grants, based on a minimum qualifications review and factors such as peer scoring, geographic distribution, and crime

concerns. The BJA Director makes award recommendations to OJP's Assistant Attorney General, who makes all final award decisions.

Additional Requirements

We strongly encourage you to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights compliance.
- Confidentiality and Human Subjects Protections regulations.
- Anti-Lobbying Act.
- Financial and Government Audit requirements.
- National Environmental Policy Act (NEPA) compliance.
- DOJ Information Technology Standards.
- Single Point of Contact Review.
- Non-Supplanting of State or Local Funds.
- Criminal Penalty for False Statements.
- Compliance with Office of the Comptroller *Financial Guide.*
- Suspension or Termination of Funding.

GRANTS.GOV™

Grant Application Package

Opportunity Title:	FY 08 Justice and Mental Health Collaboration Program
Offering Agency:	Bureau of Justice Assistance
CFDA Number:	16.745
CFDA Description:	Criminal and Juvenile Justice and Mental Health Collabor
Opportunity Number:	BJA-2008-1819
Competition ID:	BJA-2008-1819
Opportunity Open Date:	03/03/2008
Opportunity Close Date:	05/06/2008
Agency Contact:	Rebecca Rose BJA Policy Advisor 202-514-0726

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

*** Application Filing Name:**

Mandatory Documents

- Application for Federal Assistance (SF-424)
- Project Narrative Attachment Form
- Other Attachments Form
- Disclosure of Lobbying Activities (SF-LLL)
- Budget Narrative Attachment Form
- Assurances for Non-Construction Programs (SF-424B)

Open Form

Move Form to Submission List =>

Move Form to Documents List <=

Mandatory Completed Documents for Submission

Open Form

Optional Documents

- Faith Based EEO Survey

Open Form

Move Form to Submission List =>

Move Form to Documents List <=

Optional Completed Documents for Submission

Open Form

Instructions

1. **Enter a name for the application in the Application Filing Name field.**
   - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
   - You can save your application at any time by clicking the "Save" button at the top of your screen.
   - The "Submit" button will not be functional until the application is complete and saved.

2. **Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**

   -It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.

   -The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".

   -To open an item, simply click on it to select the item and then click on the "Open" button. When you have completed a form or document, click the form/document name to select it, and then click the => button. This will move the form/document to the "Completed Documents" box. To remove a form/document from the "Completed Documents" box, click the form/document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.

   -When you open a required form, the fields which must be completed are highlighted in yellow. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

3. **Click the "Submit" button to submit your application to Grants.gov.**
   - Once you have properly completed all required documents and saved the application, the "Submit" button will become active.
   - You will be taken to a confirmation page where you will be asked to verify that this is the funding opportunity and Agency to which you want to submit an application.

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☐ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:

d. Address:

* Street1:
Street2:
* City:
County:
* State:
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code:

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

Title:

Organizational Affiliation:

* Telephone Number: Fax Number:

* Email:

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.745

CFDA Title:

Criminal and Juvenile Justice and Mental Health Collaboration Program

*** 12. Funding Opportunity Number:**

BJA-2008-1819

* Title:

FY 08 Justice and Mental Health Collaboration Program

13. Competition Identification Number:

BJA-2008-1819

Title:

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

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

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding ($):

* a. Federal
* b. Applicant
* c. State
* d. Local
* e. Other
* f. Program Income
* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☐ No Explanation

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Project Narrative File(s)

*** Mandatory Project Narrative File Filename:**

Add Mandatory Project Narrative File | Delete Mandatory Project Narrative File | View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File | Delete Optional Project Narrative File | View Optional Project Narrative File

Other Attachment File(s)

*** Mandatory Other Attachment Filename:**

Add Mandatory Other Attachment | Delete Mandatory Other Attachment | View Mandatory Other Attachment

To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment | Delete Optional Other Attachment | View Optional Other Attachment

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Review Public Burden Disclosure Statement

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

Criminal and Juvenile Justice and Mental Health Collaboration Program

CFDA Number, *if applicable:* 16.745

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11.

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

Title:

Telephone No.:

Date: Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Budget Narrative File(s)

*** Mandatory Budget Narrative**

Add Mandatory Budget Narrative | Delete Mandatory Budget Narrative | View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative | Delete Optional Budget Narrative | View Optional Budget Narrative

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
Completed on submission to Grants.gov	
* APPLICANT ORGANIZATION	* DATE SUBMITTED
	Completed on submission to Grants.gov

Standard Form 424B (Rev. 7-97) Back

Survey on Ensuring Equal Opportunity For Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:	
Applicant's DUNS Name:	
Federal Program:	FY 08 Justice and Mental Health Collaboration Program
CFDA Number:	16.745

1. Has the applicant ever received a grant or contract from the Federal government?

☐ **Yes** ☐ **No**

2. Is the applicant a faith-based organization?

☐ **Yes** ☐ **No**

3. Is the applicant a secular organization?

☐ **Yes** ☐ **No**

4. Does the applicant have 501(c)(3) status?

☐ **Yes** ☐ **No**

5. Is the applicant a local affiliate of a national organization?

☐ **Yes** ☐ **No**

6. How many full-time equivalent employees does the applicant have? (Check only one box.)

☐ **3 or Fewer** ☐ **15-50**

☐ **4-5** ☐ **51-100**

☐ **6-14** ☐ **over 100**

7. What is the size of the applicant's annual budget? (Check only one box.)

☐ **Less Than $150,000**

☐ **$150,000 - $299,999**

☐ **$300,000 - $499,999**

☐ **$500,000 - $999,999**

☐ **$1,000,000 - $4,999,999**

☐ **$5,000,000 or more**

Survey Instructions on Ensuring Equal Opportunity for Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.

2. Self-identify.

3. Self-identify.

4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.

5. Self-explanatory.

6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.

7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is **1890-0014.** The time required to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: The Agency Contact listed in this grant application package.

Application Submission Verification and Signature

Opportunity Title:	**FY 08 Justice and Mental Health Collaboration Program**
Offering Agency:	**Bureau of Justice Assistance**
CFDA Number:	**16.745**
CFDA Description:	**Criminal and Juvenile Justice and Mental Health Collaboration Program**
Opportunity Number:	**BJA-2008-1819**
Competition ID:	**BJA-2008-1819**
Opportunity Open Date:	**03/03/2008**
Opportunity Close Date:	**05/06/2008**
Application Filing Name :	

Do you wish to sign and submit this Application?

Please review the summary provided to ensure that the information listed is correct and that you are submitting an application to the opportunity for which you want to apply.

If you want to submit the application package for the listed funding opportunity, click on the "Sign and Submit Application" button below to complete the process. You will then see a screen prompting you to enter your user ID and password.

If you do not want to submit the application at this time, click the "Exit Application" button. You will then be returned to the previous page where you can make changes to the required forms and documents or exit the process.

If this is not the application for the funding opportunity for which you wish to apply, you must exit this application package and then download and complete the correct application package.

Sign and Submit Application

Exit Application

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Ed Flentje, Interim City Manager

FROM: Chris Carrier, Public Works Director

SUBJECT: Replacement Sound System, Lawrence-Dumont Stadium

DATE: April 14, 2008

Upon making Lawrence-Dumont Stadium ready for the upcoming baseball season, it was discovered that the speaker cluster had deteriorated significantly over the winter. The speaker cluster consists of a collection of horns on an 80 foot tower in the beyond the centerfield wall. The sound system has been energized, but its continued operation is uncertain at best. In addition, in its present state, a complete failure could result from a relatively mild weather event.

To address this problem, it is recommended that both the speaker cluster on the tower and the power amplifiers and related control electronics be replaced as soon as possible. Replacement of the electronics will endure that the new speakers work properly. In addition, because of the condition of the current speakers, when the new ones are installed, they could cause the twenty-year old power amplifiers to fail in a short amount of time. In addition, replacement of both the speakers and the related electronics would allow a new warranty covering the entire system to be in effect. A preliminary estimate of the total cost to repair the speaker cluster and its electronics is $70,000.

Due to the baseball season quickly approaching, any delay in completing the repairs to the sound system will have a significantly adverse impact on our ability to play both the professional and National Baseball Congress games this summer. I request that you declare this repair an emergency repair in accordance with Purchasing Ordinance 35-856, Section (a), Emergencies, so that repairs may proceed with all possible haste.

Approved:

Ed Flentje, Interim City Manager

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Emergency Replacement Sound System, Lawrence Dumont Stadium (All Districts).

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Project.

Background: Upon making Lawrence-Dumont Stadium ready for the upcoming baseball season, it was discovered that the speaker cluster had deteriorated significantly over the winter. The speaker cluster consists of a collection of horns on an 80 foot tower beyond the centerfield wall. The sound system has been energized, but its continued operation is uncertain at best. In addition, in its present state, a complete failure could result from a relatively mild weather event.

Analysis: To address this problem, it is recommended that both the speaker cluster on the tower and the power amplifiers and related control electronics be replaced as soon as possible. Replacement of the electronics will ensure that the new speakers work properly. In addition, because of the condition of the current speakers, when the new ones are installed, they could cause the twenty-year old power amplifiers to fail in a short amount of time. Furthermore, replacement of both the speakers and the related electronics would allow a new warranty covering the entire system to be in effect. A preliminary estimate of the total cost to repair the speaker cluster and its electronics is $70,000. It is for this reason that the City Manager approved an emergency repair in accordance with Purchasing Ordinance 35-856, Section (a), Emergencies, so that repairs may proceed with all possible haste before bass season begins.

Financial Considerations: The 2007-2016 CIP contains a project for renovations to the stadium. The funding sources are $500,000 in General Obligation bonds and $500,000 from other unidentified sources. The cost of the sound system replacement will come from this project.

Goal Impact: Ensure Efficient Infrastructure – Maintain and Optimize Public Facilities and Assets.
Due to its age and recent winter storm damage, the audio system at Lawrence Dumont Stadium must be replaced to maintain the integrity of the system and operability of the stadium.

Legal Considerations: The Law Department has reviewed these documents as to form.

Recommendations/Actions: It is recommended that the City Council approve the project and authorize the necessary expenditures.

Attachments: Emergency Repair Memo.

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Substitute Project Resolution

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendations: Adopt the resolution and authorize the necessary signatures.

Background: On January 8, 2008, the City competitively sold General Obligation Renewal and Improvement Temporary Notes, Series 222 in the amount of $77,880,000 and the closing on these notes was held February 7, 2008, at which time the proceeds were received from the Purchaser. The proceeds of the Series 222 Notes were used to temporarily finance current improvements and a portion of the proceeds were used to renew a portion of previous temporary notes that matured on February 7, 2008 (Series 220). The Series 222 Temporary Notes were authorized and issued by the adoption of Resolution No. 08-012 and the passing of Ordinance No. 47-741 on January 8, 2008. Section 4.09 of the Series 222 Temporary Note Resolution provides for the substitution of projects financed by the proceeds of the notes.

Analysis: Of the improvements financed by the Series 222 Notes, $11,000,000 was issued for the Rail Corridor project. The approval to substitute a portion of the note proceeds in the amount of $4,355,000 from the Rail Corridor project to the Arkansas Riverbank Improvements and Pedestrian Bridge projects is requested at this time.

Series 220 temporary notes of this same amount ($4,355,000) for the Arkansas Riverbank Improvement and Pedestrian Bridge projects were retired on February 7, 2008 in anticipation of the issuance of STAR bonds soon thereafter. Unforeseen delays related to the issuance of STAR bonds require the City to reclassify these temporary note proceeds pending the issuance of the bonds in August 2008. Accordingly, the substitution of the proceeds from the Series 222 Notes will allow and provide for the renewal of the previously outstanding temporary notes for the Arkansas Riverbank Improvements and Pedestrian Bridge projects, which can then be retired through the proceeds of STAR bonds, which are expected to be issued in August 2008, coinciding with the maturity of the notes for the Riverbank Improvement projects. In turn, additional temporary notes and/or bonds will be issued for the Rail Corridor in connection with the City's regular bond and note sale scheduled in July 2008.

Financial Considerations: Overall, the substitution of these projects results in no increased financial impact, but does allow a portion of the Series 222 temporary notes to be retired through the issuance of STAR bonds.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements.

Legal Considerations: The substitution of projects financed through the proceeds of the temporary notes is permitted under Section 4.09 of Resolution 08-012 adopted by the Council on January 8, 2008 in connection with the issuance of the Series 222 General Obligation Renewal and Improvement Temporary Notes. The resolution authorizing the substitution of these projects has been approved as to form by the Law Department and has also been reviewed by the City's Bond Counsel, Kutak Rock, LLC.

Recommendations/Actions: It is recommended that the City Council adopt the resolution authorizing a portion of the cost of certain public improvements to be financed by the City's General Obligation Renewal and Improvement Temporary Notes, Series 222 and authorize the necessary signatures of certificates and other documents as are necessary to carry out the purposes of the resolution.

Attachments: Resolution

RESOLUTION NO. 08-252

A RESOLUTION AUTHORIZING A PORTION OF THE COST OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED BY THE CITY OF WICHITA'S GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 222.

WHEREAS, pursuant to Ordinance No. 47-741 of the City passed on January 8, 2008, and Resolution No. 08-012 (the "Series 222 Note Resolution") of the City of Wichita, Kansas (the "City"), adopted on January 8, 2008, the City has issued its General Obligation Renewal and Improvement Temporary Notes, Series 222, dated February 7, 2008, in the aggregate principal amount of $77,880,000 (the "Series 222 Notes") for the purpose of paying the cost of certain improvements in the City; and

WHEREAS, in accordance with Section 4.09 of the Series 222 Note Resolution, the City is authorized to substitute or add other improvements (the "Substitute Improvements") to the improvements being financed with the proceeds of the Series 222 Notes if the City complies with the conditions set forth in such Section 4.09 with respect to the Substitute Improvements; and

WHEREAS, due to unforeseen circumstances, a portion of the proceeds of the Series 222 Notes in the amount of $4,355,000 for the Central Rail Corridor improvements (the "Rail Corridor Improvements") is not currently needed for such improvements; and

WHEREAS, pursuant to Charter Ordinance No. 156 of the City, and all other provisions of the laws of the state of Kansas (the "State") applicable thereto, by proceedings duly had, and other actions duly and legally taken, including particularly Resolution 03-671, as amended and supplemented by Resolution 04-534, as amended and supplemented by Resolution 05-189 of the City, the City is proceeding with improvements to the Arkansas Riverbank at a total estimated cost of $35,798,214, exclusive of the costs of interest on borrowed money, with $25,000,000 paid by the City of Wichita, $2,798,214 paid by Federal Grants administered by the Kansas Department of Transportation, $8,000,000 to be funded by Special Obligation Bonds under the authority of K.S.A. 12-1770 et. seq., as amended; and

WHEREAS, the cost of the Arkansas Riverbank Improvements is to be paid for in whole or in part by the issuance of general obligation bonds of the City in the manner provided by law; and

WHEREAS, the Governing Body of the City hereby finds and determines that it is desirable and in the best interests of the City to add the Arkansas Riverbank Improvements to the improvements being financed in part with the proceeds of the Series 222 Notes;

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

Section 1. Subject to Section 2 of this Resolution, the Governing Body of the City hereby authorizes and directs proceeds of the Series 222 Notes in the amount of $4,355,000, (which were initially allocated to pay a portion of the cost of Rail Corridor Improvements, to be used to pay a portion of the cost of the Arkansas Riverbank Improvements.

Section 2. No proceeds from the Series 222 Notes shall be used to pay the cost of the Arkansas Riverbank Improvements until the following conditions have been met: (a) the Attorney General of the State has approved the amendment to the transcripts of proceedings for the Series 222 Notes to include the Arkansas Riverbank Improvements and (b) the City has received an opinion from bond counsel with respect to the Series 222 Notes to the effect that the use of the proceeds of such Series 222 Notes to pay the authorized costs of the Arkansas Riverbank Improvements will not adversely affect the tax-exempt status of such Series 222 Notes under State or federal law and the Arkansas Riverbank Improvements have been duly authorized pursuant to Section 4.09 of the Series 222 Note Resolution and the laws of the State.

Section 3. The Mayor, City Clerk and other officers, employees and agents of the City are authorized to take such actions and execute such certificates and other documents as are necessary to carry out the purposes of this Resolution.

Section 4. This Resolution shall be in full force and effect from and after its adoption and approval by the Governing Body of the City.

[The Remainder of This Page Was Intentionally Left Blank]

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on May 6, 2008.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

Agenda Item No. 49.

CITY OF WICHITA
City Council Meeting
May 6, 2008

TO: Mayor and City Council Members

SUBJECT: Sale of Remnant of 428-434 South Oliver (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City acquired 428-434 South Oliver as part of the Kellogg/Oliver Improvement Project. The project required 10,056 square feet from the west and south of the properties totaling and the removal of all improvements. The remaining parcel has 15,694 square feet. The City Council declared the parcel surplus in 2001. The property has been advertised on the Internet and in mailings to adjacent owners and Realtors.

Analysis: An offer of $49,436 ($3.15 per square foot) has been received. The buyer intends to improve the site with either a small commercial building that will house his insurance business and possibly one other tenant or a residential structure.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

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

Recommendation/Action: It is recommended that the City Council approve the Real Estate Purchase Contracts and authorize all necessary signatures.

Attachments: Real estate agreement, survey and aerial.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this____ day of _____, 2008 by and between City of Wichita, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Hasmukhbhai Patel and/or assigns, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

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

1. Seller does hereby agree to sell and convey to Buyer by a good and sufficent warranty deed the following described real property, situated in Sedgwick County, Kansas, to wit:

See attached Survey and Legal Description.

2. Buyer hereby agrees to purchase, and pay to Seller, as consideration for the conveyance to him of the above described real property for the sum of Forty-Nine Thousand Four Hundred Thirty-six Dollars and No Cents ($49,436.00) in the manner following, to-wit: cash at closing.

3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party.

4. The costs of closing, if any, shall be paid one-half by Seller and one-half by Buyer. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by Buyer. Any taxes and assessments shall be prorated as of the date of closing. Taxes shall be pro-rated for calendar year on the basis of taxes levied for prior year.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. Possession of said real property shall transer at closing.

7. The parties covenant and agree that except for closing and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

8. Time is of the essence in the interpretation and enforcement of this Contract, and it shall be consummated and closed on or before June 30, 2008.

9. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:

A. Soils data and geology, drainage, hydrology and topographical features that

would affect any present or future intended use;

B. The presence or absence of any contamination by any hazardous substance;

C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;

D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;

E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;

F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

10. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

A. Adult Book and Video Stores
B. Community Correctional Facilities
C. Half-way Houses
D. Drug or Alcohol Rehabilitation Facilities
E. Multi-game, Casino-style Gambling Facilities
F. Commercial Billboards
G. Car sales lots

11. The covenants and agreements contained in Paragraphs 9 and 10 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

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

13. Buyer shall present details of the future use of the site to the Seller for Sellers approval prior to closing. Seller shall have the right to approve the user, renovation plans, landscaping and other items as deemed important. If Seller does not approve of the details as presented, Buyer shall have the right to modify the proposal. If an agreement cannot be reached as to the acceptability of the proposal, this contract shall be null and void, with Buyer and Seller relieved of all liability hereunder and Buyer's deposit, if any, returned to Buyer.

14. Seller and Buyer agree that Branson & Associates, Inc. – Victor V. Lawrence, Broker is the only real estate broker negotiating this sale and Seller agrees to pay a sales commission of six (6%) percent of the purchase price pursuant to the agreement between Seller and Buyer.

15. Upon closing of title, all promises, statements and obligations merge in the deed except as

herein defined, and thereafter Buyer will be deemed to have waived all claims and causes of action against the Seller, his agents or assigns.

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

BUYER:

_____
Hasmukhbhai Patel

SELLER:
By Direction of the City Council

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

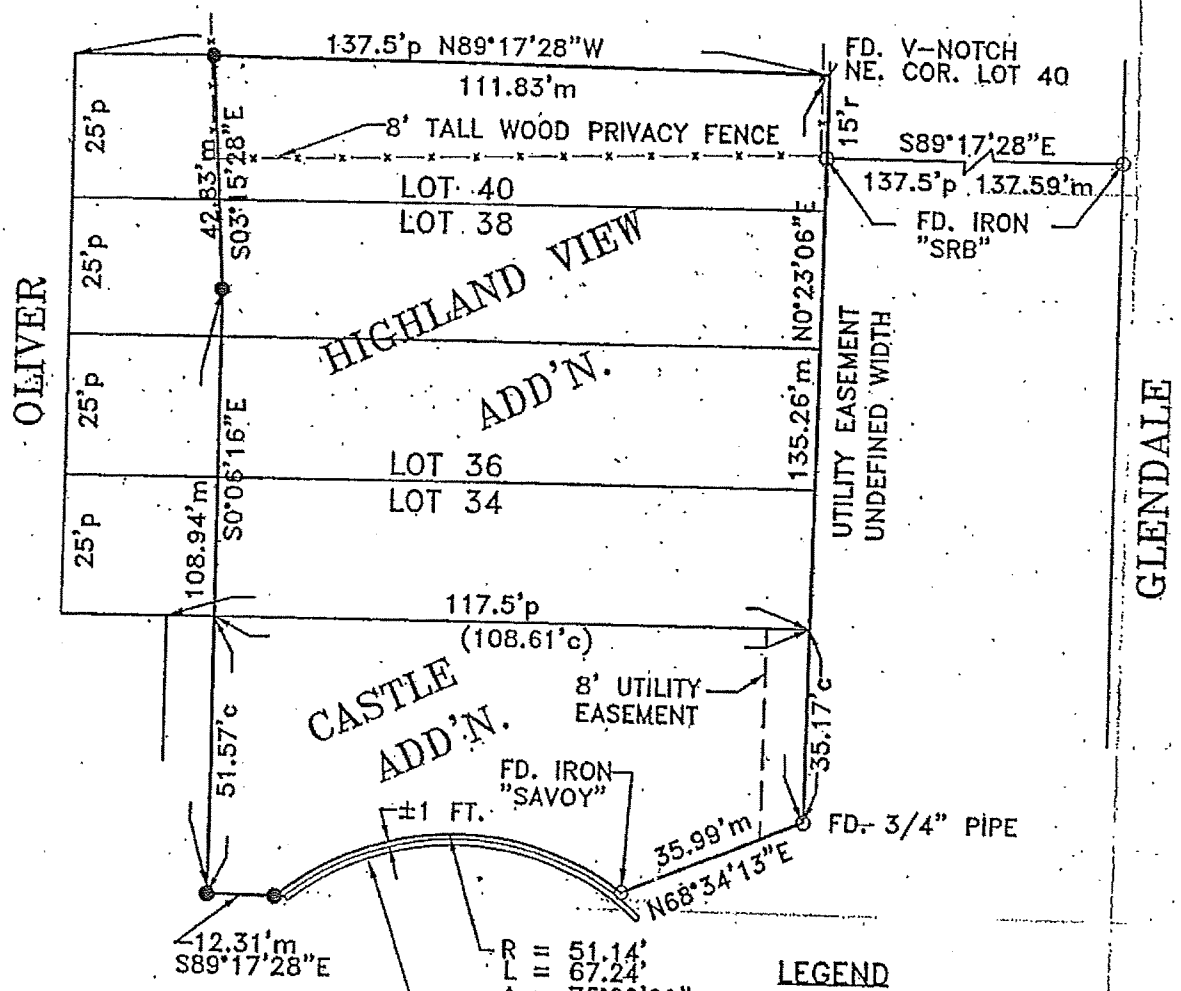
_____
Gary E. Rebenstorf, Director of Law

Air Capitol Land Surveyors

2160 W. 21st STREET
WICHITA, KANSAS 67203 [316] 838-9071

PLAT OF SURVEY
JANUARY 4, 2005

SCALE: 1" = 30'



NOTES:

1. SIDEWALK LIES 1 FOOT WEST OF WEST LINE OF SURVEY.
2. PRIVACY FENCE ENCROACHES 18.5 FEET INTO THE PROPERTY ON THE WEST SIDE AND 14.3 FEET ON THE EAST SIDE.

LEGEND

r = RECORD DISTANCE
p = PLATTED DISTANCE
m = MEASURED DISTANCE
c = CALCULATED DISTANCE
● = SET 5/8" REBAR ACLS#77.

D:\SURVEYS\CITY OF WICHITA\CELLDEG_DLIVERDRIVE DWG

LEGAL DESCRIPTION:

PART OF LOTS 34, 36, 38 AND 40, OLIVER STREET, HIGHLAND VIEW ADDITION TO WICHITA, KANSAS AND PART OF LOT 1, CASTLE ADDITION TO WICHITA, KANSAS DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 40 IN SAID HIGHLAND VIEW ADDITION; THENCE WEST ON THE NORTH LINE OF SAID LOT 40 ON AN ASSUMED BEARING OF N89°17'28"W A DISTANCE OF 111.83 FEET; THENCE S03°15'28"E, 42.83 FEET; THENCE S0°06'16"E, 57.37 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, CASTLE ADDITION; THENCE CONTINUING S0°06'16"E, 51.57 FEET; THENCE S89°17'28"E, 12.31 FEET TO A POINT OF CURVE, SAID CURVE HAVING A RADIUS OF 51.14 FEET, A CENTRAL ANGLE OF 75°20'09" AND A CHORD BEARING AND DISTANCE OF N0°88'06'31"E, 62.50 FEET; THENCE ON SAID CURVE A DISTANCE OF 67.24 FEET; THENCE N68°34'13"E, 35.99 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, CASTLE ADDTION; THENCE N0°23'06"E, 35.17 FEET TO THE NORTHEAST CORNER OF LOT 1, CASTLE ADDITION AND SOUTHEAST CORNER OF LOT 34, SAID HIGHLAND VIEW ADDITION, THENCE CONTINUING N0°23'06"E, 100.09 FEET TO THE POINT OF BEGINNING.
SAID TRACT OF LAND CONTAINING 15,694 SQUARE FEET.

State of Kansas }
County of Sedgwick } SS

I, Robert G. Previtera, being a duly licensed land surveyor in said County and State, do hereby certify that I caused the land shown in the accompanying exhibit to be surveyed and that said survey and the accompanying exhibit are true and correct to the best of my knowledge and information available.

Robert G. Previtera

ROBERT G. PREVITERA LICENSED LS-1146 KANSAS LAND SURVEYOR

Jan. 4, 2005

428 - 436 South Oliver

Property Parcels

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

Airports

SDERASTER.S-DEDATA.ORTH-O1FT

SDERASTER.S-DEDATA.ORTH-O

City Limits

Andale

Bel Aire

Bentley

Cheney

Clearwater

Colwich

Derby

Eastborough

Garden Plain

Goddard

Haysville

Kechi

Maize

Mount Hope

Mulvane

Park City

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

Agenda Item #

City of Wichita
City Council Meeting
May 6, 2008

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the licensing report and request for permit for the 2008 Wichita River Festival.

Background: Since 1973 Wichita Festivals, Inc. has been coordinating and producing a multi-day community celebration attracting local residents and tourist from the state of Kansas and surrounding states. Economic Impact from the 2007 event was approximately $26 million dollars.

Analysis: Pursuant to city ordinance Sec. 3.14.030 Wichita Festival, Inc. is coordinating with City of Wichita departments for licensing and street closure request. Approval of such permit will be in lieu of issuance of individual permits and authorizations identified as necessary.

Financial Consideration: Licensing and Tent/Canopy permits amounting to $3790.00 in-kind contributions from the City of Wichita.

Goal Impact: Enhance the Quality of Life

Legal Consideration: The Law department has reviewed and approved the certificate of insurance.

Recommendation/Actions: Approve the request for permit for Wichita Festivals, Inc. 2008 River Festival taking place May 9 – 17, 2008.

CITY OF WICHITA

CITY LICENSE
(316) 268-4553

RIVER FESTIVAL LICENSE APPLICATION
Fee: Waived
Complete in Duplicate

Applicant Information

Name	Kathryn Ewing	Phone	316 267 2817
Address	1820 E Douglas Wichita Ks	Zip Code	67214

Business Information

Name	Wichita Festivals, Inc	Phone	316 267 2817
Address	1820 E Douglas Wichita Ks	Zip Code	67214

The Wichita River Festival will begin 5/9/08 and end 5/17/08.

Wichita Festivals, Inc., has obtained and submitted to the City Clerk of the City of Wichita insurance in the amount of $ 5,000,000 which shall continue in effect at all times during which the Wichita River Festival is being held, and naming the City of Wichita and the Board of Park Commissioners as co-insureds.

I hereby certify that I am authorized by Wichita Festivals, Inc., to make application for a Cityof Wichita River Festival Permit and that Wichita Festivals, Inc., will abide by all rules and regulations as set out and defined in Ordinance No 39-119 (Chapter 3.14) of the Code of the City of Wichita, Kansas.

Kathryn L. Ewing
Signature of Applicant

Subscribed and sworn to before me this 28th day of MARCH, 2008.

My appointment expires on 26 day of JUNE, 2011.

NOTARY PUBLIC - State of Kansas
CHRIS MITCHELL
My Appt. Exp. 6/26/2011

Notary Public

FOR OFFICIAL USE ONLY
See attached for regulatory approvals/disapprovals

	APPROVED	DISAPPROVED	DATE
Law Dept (Insurance)			
City Manager			
License Number		Clerk	
Date Received		Date Released	

(7/99)

2008 Wichita River Festival
City of Wichita License Information

For assistance during the festivals contact the Festival Command Center
137 N. Waco Wichita, Ks 67214 Phone (316) 807-7080 Fax (316) 263-7108

Visit our website at www.wichitafestivals.com
Office: 1820 E. Douglas 67214 (316) 267-2817

Some Information shown on this page, such as addresses and phone numbers, are of a confidential or personal nature and should not be made public.

Start Date: Wednesday, May 07, 2008

2008::1st and Waco

Event # **Beginning:** 5/7/2008 at
Ending: 5 /19/2008 at

Location:

Location Description: Parking Lot on SW Corner

Approvals:

1. Permission to use parking lot on SW Corner (beginning at 5:30 p.m. on May 7 - May 19.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Friday, May 09, 2008

2008::"Kansas Cup" Riverfest Adult IceHockey Tourn

Event # **Beginning:** 5/9/2008 at 7:00 AM
Ending: 5 /18/2008 at 10:00 PM

Location: Wichita Ice Center

Location Description: 505 W. Maple

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Fri. May 9 5 PM - 11 PM
Sat. May 10 7 AM - 10 PM
Sun. May 11 8 AM - 2 PM
Fri. May 16 5 PM - 11 PM
Sat. May 17 7 AM - 11 PM
Sun. May 18 7 AM - 1 PM

Street Closings:

1. No street closings apply for this event.

2008::"The Other White Meat" Tour

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /11/2008 at 9:00 PM

Location: 1st and Waco

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to sample 3 oz. pork sandwiches.
4. Permission to set 3-4 propane grills for cooking.
5. Permission to set 1 - 10 x 10 tent and 1 - 10 x 15 tent.
6. Permission to set 1 - 10 x 10 inflatable on top of trailer.

Ongoing:

May 9: 5:00 pm - 9:30 pm
May 10: 11:00 am - 9:00 pm
May 11: 11:00 am - 9:00 pm

Street Closings:

1. No street closings apply to this event.

Start Date: Friday, May 09, 2008

2008::A. Price Woodard Food Court-NON EVENT

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to place 4 self contained food vendors.
2. Permission to place 1 ticket booth.
3. Permission to hang banners/signage.
4. Permission to use parking stalls on west side of CII.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9, 5:00 pm - 9:30 pm
Saturday, May 10 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12 5:00 pm - 9:00 pm
Tuesday, May 13, 11:00 am - 9:00 pm
Wednesday, May 14, 5:00 pm - 9:00 pm
Thursday, May 15, 5:00 pm - 9:00 pm
Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 9:30 pm

2008::Brawny

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 9:00 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set handwashing station.

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::Bud Light Beer Garden at CII- NON EVENT

Event # **Beginning:** 5/9/2008 at 11:00 AM
Ending: 5 /17/2008 at 9:30 PM

Location: CII

Location Description: Century Two

Approvals:

1. Permission to set 1 - 8 x 20 trailer
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 09 11:00 AM - 9:30 PM
Saturday, May 10 10:00 AM - 9:30 PM
Sunday, May 11 11:00 AM - 9:00 PM
Monday, May 12 11:00 AM - 9:00 PM
Tuesday, May 13 11:00 AM - 9:00 PM
Wednesday, May 16411:00 AM - 9:00 PM
Thursday, May 15 11:00 AM - 9:00 PM
Friday, May 16 11:00 AM - 9:30 PM
Saturday, May 17 11:00 AM - 9:30 PM

2008::Cessna Carnival Rides & Inflatables

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 9:30 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 1 web spider crawl, 1 magic carpet slide inflatable, 1 fling thing eurobungee, 1 enchanted castle bounce and slide inflatable, 1 under the big top inflatable, 1 grand prix raceway inflatable, 1 berry spin ride, 1 jumbo obstacle course inflatable.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 09, 5:00 pm - 9:30 pm
Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13, 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 8:00 pm

Start Date: Friday, May 09, 2008

2008::Cessna Kids' Korner

Event # **Beginning:** 5/9/2008 at 10:00 AM

Location: A. Price Woodard Park **Ending:** 5 /17/2008 at 9:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 4' fence with 4 gates enclosing park.
4. Permission to use lot A and parking lot south of Lot A beginning Thursday, May 8 (5:30 pm)- Sunday, May 18 (5:00 pm).

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9, 5:00 pm - 9:30 pm
Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13, 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 8:00 pm

2008::Chamber Parking Lot - NON EVENT

Event # **Beginning:** 5/9/2008 at

Location: Chamber Parking Lot **Ending:** 5 /17/2008 at

Location Description:

Approvals:

1. Permission to use site.

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::City Parking Lots

Event # **Beginning:** 5/9/2008 at 8:00 AM

Location: **Ending:** 5 /17/2008 at 5:00 PM

Location Description:

Approvals:

1. Permission to use the following city owned parking lots.
   - 151 N. Waco
   - Water Dept. Lot
   - Triangular lot at the southeast corner of 1st and Waco
   - Rounds and Porter (SE corner of Waco and Central)
   - State Office Parking Garage
   - NE Corner of Broadway and English
   - 319 S. Broadway
   - 324 S. Market
   - 120 N. Emporia (NE corner of Douglas and Emporia)
   - SW corner of 3rd and Main

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::Disability Services - "Special Services"

Event # **Beginning:** 5/9/2008 at

Location: **Ending:** 5 /17/2008 at

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::Douglas Avenue Sculpture Walking Tour

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: Downtown

Location Description:

Approvals:

1. Permission to use site.

Ongoing:

Fri. May 09 through Saturday, May 17 11 AM - 8:00 PM

Street Closings:

1. No street closings apply for this event.

2008::Food Court at Century II - NON EVENT

Event # **Beginning:** 5/9/2008 at 8:00 AM
Ending: 5 /17/2008 at 10:00 PM

Location: CII Drive

Location Description:

Approvals:

1. Permission to place food vendors.
2. Permission to use site.
3. Permission to post tents.
   Tents: 100 S Century II Drive
   14 20 x 20 - food (16 actual food vendors)
   1 10 x 20 - wash
   1 20 x 40 - merchandise
   2 Tickets booths at north end of food court row.
   1 Ticket booth in center of food court row.
   N. Side of Library: 1 - 10 x 10 Info Booth
   3 - 4 - Toyota Cars
   1 - 10 x 10 Toyota Tent
   2 - ticket booths
4. Permission to place storage unit, refrigerated trucks.
5. Permission to hang banners/signage.

Ongoing:

Friday, May 09, 11:00 a.m. - 9:30 p.m.
Saturday, May 10, 10:00 a.m. - 9:30 p.m.
Sunday, May 11, 11:00 a.m. - 9:00 p.m.
Monday, May 12, 11:00 a.m. - 9:00 p.m.
Tuesday, May 13, 11:00 a.m. - 9:00 p.m.
Senior Day Reserved Seating 11:00 a.m. - noon and 4:00 p.m. to 6:00 p.m.
Wednesday, May 16, 11:00 a.m. - 9:00 p.m.
Thursday, May 17, 11:00 a.m. - 9:00 p.m.
Friday, May 18, 11:00 a.m. - 9:30 p.m.
Saturday, May 19, 10:00 a.m. - 9:30 p.m.

Street Closings:

1. Century II Drive from Main to Douglas (May 1 - May 20).

2008::Grand Opening Ceremony

Event # **Beginning:** 5/9/2008 at 12:30 PM
Ending: 5 /9 /2008 at 1:00 PM

Location: Team Kansas Toyota Food Court Stage

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Johnathan Goodwin Green Giveaway

Event # **Beginning:** 5/9/2008 at 6:00 PM
Ending: 5 /16/2008 at 9:00 PM

Location: 535 W. Douglas

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

May 9 6:00 pm - 9:00 pm
May 10 10:00 am - 7:00 pm
May 11 12:00 pm - 7:00 pm
May 12 - May 15 5:30 pm - 9:00 pm
May 16 8:00 pm presentation at Block Party

Street Closings:

1. No street closings apply for this event.

Start Date: Friday, May 09, 2008

2008::KAKE Missing Children Van - A Safe Place

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: Douglas Ave. at CII

Location Description: North side of Douglas; West of Water

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

May 9 : 6:00 pm - 10:30 pm
May 10: 8:00 am - 10:30 pm
May 11: 11:00 am - 9:30 pm
May 12: 5:30 pm - 9:30 pm
May 13: 11:00 a.m. - 3:00 p.m.
5:30 pm - 9:30 pm
May 14: 5:30 pm - 9:30 pm
May 15: 5:30 pm - 10:00 pm
May 16: 5:30 pm - 10:30 pm
May 17: 11:00 am - 11:30 pm

2008::Kansas Army National Guard Public Display

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 9:00 PM

Location: West Side of CII

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set inflatable tent (20 x 20), rock climbing wall and military equipment.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9: 5:00 p.m. - 9:30 p.m.
Saturday May 10: 11:00 a.m. - 9:30 p.m.
Sunday, May 11: 12:00 - 9:00 p.m.
Monday, May 12: 5:30 p.m. - 9:00 p.m.
Tuesday, May 13: 12:00 - 9:00 -p.m.
Wednesday, May 14: 5:30 p.m. - 9:00 p.m.
Thursday, May 15: 5:30 p.m. - 9:00 p.m.
Friday, May 16: 5:30 p.m. - 8:00 p.m.
Saturday, May 17: 10:00 a.m. - 8:00 p.m.

2008::Kansas Lottery- Get Your Tickets & Win

Event # **Beginning:** 5/9/2008 at 11:00 AM
Ending: 5 /17/2008 at 9:00 PM

Location: CII Food Court

Location Description: 10 Day Food Court

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to place Cougar Boat in food court row, May 9 - 17 and on Douglas St Bridge on May 17.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Fri. May 9:11:00am-9:30pm
Sat. May 10:10:00am-9:30pm
Sun. May 11:11:00am-9:00pm
Mon. May 12:11:00am-9:00pm
Tues. May 13:11:00am-9:00pm
Wed. May 14: 11:00am-9:00pm
Thurs. May 15:11:00am-9:00pm
Fri. May 16: 11:00am-9:30pm
Sat. May 17: 10:00am-5:30pm
Sat. May 17: 6:00pm Second-Chance Drawing

Boat Drawing & Giveaway - Saturday May 17 6:00 PM on the Douglas Street Bridge

2008::Kids' Korner Jamboree

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 8:00 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 x 20 tent.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9, 8:30 pm - 9:30 pm
Saturday, May 10 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 8:00 pm

2008::Kids' Korner Tall Tale Theater

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 9:00 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 x 20 tent for event.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9, 5:00 pm - 9:30 pm
Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13, 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 8:00 pm

2008::Lunchtime Trolleys - "Special Services" MAP

Event # **Beginning:** 5/9/2008 at 11:00 AM
Ending: 5 /17/2008 at 2:00 PM

Location: Wichita Public Library

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::Merchandise - Non Event

Event # **Beginning:** 5/9/2008 at 11:00 AM
Ending: 5 /17/2008 at 9:30 PM

Location:

Location Description:

Approvals:

1. Permission to set 20 x 40 tent.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Hours of Operation during the Wichita River Festival:
Friday, May 9, 11:00am-9:30pm
Saturday, May 10, 10:00am-9:30pm
Sunday, May 11, 11:00am-9:00pm
Monday, May 12, 11:00am-2:00pm, 5:00pm-9:00pm
Tuesday, May 13 11:00am-2:00pm, 5:00pm-9:00pm
Wednesday, May 14, 11:00am-2:00pm, 5:00pm-9:00pm
Thursday, May 15, 11:00am-2:00pm, 5:00pm-9:00pm
Friday, May 16 11:00am-9:30pm
Saturday, May 17, 10:00am-9:30pm

Start Date: Friday, May 09, 2008

2008::Mtn. Man Rendezvous & Plains Indians Dances

Event # **Beginning:** 5/9/2008 at 9:00 AM

Location: Mid-America All-Indian Center **Ending:** 5 /10/2008 at 9:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to use the Water Dept. Parking Lot from Thursday, May 8 - Sunday, May 11.

Ongoing:

Friday May 9, 9:30am-4:00pm
Saturday May 10, 11:00am-6:00pm

Street Closings:

1. No street closings apply for this event.

2008::Museum Attractions - "Special Services"

Event # **Beginning:** 5/9/2008 at

Location: Various - See Location Description **Ending:** 5 /17/2008 at

Location Description:

Approvals:

1. Permission to use sites.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event

2008::Non - Event Photography Contest

Event # **Beginning:** 5/9/2008 at

Location: Not Applicable **Ending:** 5 /17/2008 at

Location Description:

Approvals:

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Opening Night Concert & Fireworks

Event # **Beginning:** 5/9/2008 at 8:30 PM

Location: West Bank Stage **Ending:** 5 /9 /1988 at 10:00 PM

Location Description: WBS

Approvals:

1. Permission to use site - set up to begin on May 8.
2. Permission to shoot fireworks on the Broadview roof.
4. Permission to hang banners/signage.
5. Permission to set 10 food vendors and 3 beer trailers at site.
9. Permission to set 20 x 20 tent for vip's
6. Permission to set stage.
7. Permission to set 20 x 20 tent.

Ongoing:

Gates open at 3:00 p.m.

Street Closings:

1. McLean from Douglas to 2nd St. (8:30 AM - 11:30 PM).
2. Sycamore from Douglas to McLean (8:30 AM - 11:30 PM).
3. McLean from Maple to Douglas (6:00 PM - 11:30 PM).
4. Douglas from Sycamore to McLean (6:00 PM - 11:30 PM).
5. 2nd from McLean to Waco (6:00 PM - 11:30 PM).

Start Date: Friday, May 09, 2008

2008::Outdoor Channel Motor Moose

Event # **Beginning:** 5/9/2008 at 5:00 PM

Location: 1st and Waco **Ending:** 5 /11/2008 at 9:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 2 - 10 x 10 tents.
4. Permission to load in event on 5/8 at 1:00 p.m.

Ongoing:

May 9: 5:00 pm - 9:30 pm
May 10: 8:00 am - 9:00 pm
May 11: 11:00 am - 9:00 pm

Street Closings:

1. No street closings apply for this event.

2008::Professional Baseball In TheHeart of Wichita

Event # 7 **Beginning:** 5/9/2008 at 7:05 PM

Location: Lawrence Dumont Stadium **Ending:** 5 /9 /2008 at 10:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Riverfest Photo Booth

Event # **Beginning:** 5/9/2008 at

Location: Kennedy Plaza **Ending:** 5 /17/2008 at

Location Description: Douglas in front of CII

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Friday, May 09, 2008

2008::Sundown Parade

Event # 29 **Beginning:** 5/9/2008 at 6:30 PM

Location: Downtown **Ending:** 5 /9 /2008 at 8:00 PM

Location Description:

Approvals:

1. Ensure that timed sprinklers at City Building are shut off.
2. Arrange for street sweepers following parade and into staging areas.
3. Permission to place 7 food vendors at the following locations: Central and Main; 3 and Main; 2nd and Main; 1st and Main; Douglas and Main.
4. Permission to hang banners/signage.
5. Permission to have inflatables in the parade.

Ongoing:

Street Closings:

Staging:
5:30PM - 9:00PM
1. Main from 2nd to 11th.
2. Elm from Water to Market.
3. Pine from Wichita to Market.
4. Wichita from Murdock to Central.
5. Wichita from Murdock to 8th St. (both ends)
6. Water from Murdock to Elm.
7. Murdock from Market to Waco.
8. 8th from Water to Market.
9. 9th from Water to Market.
10. 10th from Water to Market.

Central stays open for cross traffic for as long as is practical.

Parade:
6:00PM - 9:00PM
1. Main from 2nd to English
2. 2nd from McLean to Main
3. Water from Douglas to 3rd.
4. 3rd from Riverview to Market
5. Central from Market to Nims
6. Waco from Douglas to Central
7. 2nd from Waco to Market
8. Greenway from Central to Waco.
9. Douglas from McLean to Market.
10. William from Market to Main.
11. Murdock from Waco to Market

Note: Any traffic exiting the Core Area or to/from the Broadview Hotel and Hyatt Service, will access via Douglas from McLean..
Note: Northwest portion of 2nd & McLean intersection remains open for traffic.

2008::SYNC On Tour

Event # **Beginning:** 5/9/2008 at 5:00 PM

Location: 1st and Waco **Ending:** 5 /17/2008 at 9:30 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to place food vendor at event location.
4. Permission to load in event at noon on 5/8.

Ongoing:

May 9	5:00 pm - 9:30 pm
May 10	8:00 am - 9:00 pm
May 11	11:00am - 9:00pm
May 12	4:00 pm - 9:00 pm
May 13	4:00 pm - 9:00 pm
May 14	4:00 pm - 9:00 pm
May 15	4:00 pm - 9:00 pm
May 16	4:00 pm - 9:30 pm
May 17	9:00 am - 9:00 pm

Street Closings:

1. No street closings apply for this event.

2008::Team Kansas Toyota Food Court Stage at CII

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: CII Food Court Stage

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 x 20 Backdrop.
4. Permission to set 10 x 10 tent.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday May 9, 11:30am-1:30pm, 5:00pm-9:15pm
Saturday May 10, 10:00am-9:15pm
Sunday May 11, 11:00am-8:45pm
Monday May 12 - 11:30am-1:30pm, 5:00pm-8:45pm
Tuesday, May 13 - 11:30am-1:30pm, 4:00pm-8:45pm
Wednesday, May 14 - 11:30am-1:30pm, 5:00pm-8:45pm
Thursday, May 15, 11:30am-1:30pm, 5:00pm-8:45pm
Friday May 16, 11:30am-1:30pm, 5:00pm-9:15pm
Saturday May 17, 11:00am-8:00pm

2008::Via Christi Registered Nurses First Aid

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: Century II

Location Description: NE Ticket Booth

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

May 9 6:00 p.m. - 10:30 p.m.
May 10 9:00 a.m. - 10:30 p.m.
May 11 11:00 a.m. - 9:00 p.m.
May 12 6:00 p.m. - 9:30 p.m.
May 13 6:00 p.m. - 9:30 p.m.
May 14 6:00 p.m. - 9:30 p.m.
May 15 6:00 p.m. - 9:30 p.m.
May 16 6:00 p.m. - 10:00 p.m.
May 17 9:00 a.m. - 10:00 p.m.

2008::Volunteer Parking Lot

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: SW Corner of English and Broadway

Location Description: State of Kansas lot managed by Ampco

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

After 6 on weekdays and all day on weekends.

2008::WDDC Noon Hour Entertainment

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: Team Kansas Toyota Food Court Stage

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Start Date: Friday, May 09, 2008

2008::Wichita Children's Theatre Production

Event # 38 **Beginning:** 5/9/2008 at 10:00 AM

Location: CII Mary Jane Teall Theatre **Ending:** 5 /17/2008 at 3:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to place window signs and directional signage at site.
3. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event

Ongoing:

Friday, May 9, 10:00 am, 1:00 pm (schools only)
Saturday, May 10, 12:00 pm, 1:30 pm & 3:00 pm
Sunday, May 11, 2:00 pm
Saturday, May 17, 12:00 pm, 1:30 pm & 3:00 pm

2008::Wichita River Festival Softball Tournament

Event # 28 **Beginning:** 5/9/2008 at 7:00 PM

Location: South Lakes Sport Complex **Ending:** 5 /18/2008 at 10:00 PM

Location Description: 5300 S Meridian

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Fri. May 9, 08 7PM - 11PM
Sat. May 10, 08; 9AM - 11PM
Sun. May 11, 08; 9AM to Completion
Sat. May 17, 08; 9AM - 10PM
Sun. May 18, 08; 9AM to Completion

2008::ZonePerfect Nutrition Bars

Event # **Beginning:** 5/9/2008 at

Location: 1st and Waco **Ending:** 5 /13/2008 at

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 20 x 20 tent and 26' support vehicle.

Street Closings:

1. No street closings apply for this event.

Ongoing:

May 9 5:00 pm - 9:30 pm
May 10 8:00 am - 9:00 pm
May 11 11:00am - 9:00pm
May 12 4:00 pm - 9:00 pm
May 13 4:00 pm - 9:00 pm

Start Date: Saturday, May 10, 2008

2008::49th Annual Art, Book and Craft Fair

Event # 4 **Beginning:** 5/10/2008 at 10:00 AM

Location: Kennedy Plaza & Century II Exhibition **Ending:** 5 /11/2008 at 5:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to place banner/signage.

Street Closings:

1. Douglas from Waco to Water on May 10 and May 11 (10:00 AM - 10:30 PM-each day)
2. Civic Center Place at Douglas on May 10 and May 11 (10:00 AM - 10:30 PM each day).
3. Wichita at Douglas on May 10 and May 11 (10:00 AM - 10:30 PM each day).

Ongoing:

Sat. May 10 10:00 AM - 6:00 PM
Sun. May 11 11:00 AM - 5:00 PM

2008::Admirals' Pancake Feed

Event # 24 **Beginning:** 5/10/2008 at 8:30 AM
Ending: 5 /10/2008 at 11:30 AM

Location: Garvey Center Upper Deck

Location Description: 250 W. Douglas

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Aeroflex Acoustic Arts on the Court

Event # 70 **Beginning:** 5/10/2008 at 11:00 AM
Ending: 5 /10/2008 at 5:00 PM

Location: Team Kansas Toyota Food Court Stage

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Aeroflex Antique Bathtub Display/Judging

Event # **Beginning:** 5/10/2008 at 11:00 AM
Ending: 5 /10/2008 at 2:30 PM

Location: Main Street

Location Description: Douglas to English

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. Main Street from Douglas to English (7:00 AM - 6:00 PM).
2. William from Market to Main (7:00 AM - 6:00 PM)

2008::Alefs Harley-Davidson River Ride

Event # **Beginning:** 5/10/2008 at 10:00 AM
Ending: 5 /10/2008 at 5:00 PM

Location: Main Street between William and English

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

10:00 First bike out from 53rd and I-135
11:00 Last bike out
3:00 Bikes arrive at event site

Street Closings:

1. Main from Douglas to English (2:00 PM - 10:30 PM).
2. William from Market to Main (2:00 PM - 10:30 PM).

POSSIBLE ADDITIONAL CLOSINGS BELOW BASED ON THE NUMBER OF PARTICIPANTS:

1. Main from Douglas to 1st St. (2:00 PM - 10:30 PM).
2. Douglas from Market to Water (2:00 PM - 10:30 PM).
3. Water from Douglas to 1st St. (2:00 PM - 10:30 PM).

2008::Arkansas River Coalition River Rides

Event # **Beginning:** 5/10/2008 at 12:00 PM
Ending: 5 /11/2008 at 6:00 PM

Location: Big Arkansas River

Location Description: South of 2nd Street Bridge

Approvals:

1. Permission to use waterway from Kansas Wildlife and Parks Department.
2. Permission to hang banners/signage.
3. Permission to use waterway from City of Wichita Park Department.

Ongoing:

Saturday, May 10, Noon - 6:00 p.m.
Sunday, May 11, Noon - 6:00 p.m.

Street Closings:

1. No street closings apply for this event.

2008::Bank Of America River Run

Event # 6 **Beginning:** 5/10/2008 at 8:00 AM
Ending: 5 /10/2008 at 12:00 PM

Location: Downtown

Location Description:

Approvals:

1. Permission to use site.
2. Permission to use Douglas St. Bridge.
3. Permission to hang banners/signage.
4. Permission to discharge cannon to start each race.

Ongoing:

Ten Kilometer -	8:00 AM
2 Mile Wheelchair	9:30 AM
2 Mile -	9:40 AM
Tot Trot	10:30 AM
Awards Ceremony	10K 9:20 a.m. at start line
	2 Mile 10:00 a.m. at finish line

Street Closings:

1. Douglas from Washington to Sycamore (6:00 AM - 12:25 PM)
2. 2nd from Osage to Waco (6:00 AM - 12:25 PM)
3. 1st from Waco to Washington (6:00 AM - 12:25 PM)
4. Topeka from William to 2nd (6:00 AM - 12:25 PM)
5. Broadway from English to 2nd (6:00 AM - 12:25 PM)
6. Market from 2nd to English (6:00 AM - 12:25 PM)
7. Main from 2nd to English (6:00 AM - 12:25 PM)
8. Water from Douglas to North side of 1st Street. (6:00 AM - 12:25 PM)
9. Wichita from South side of 2nd St. to Douglas (6:00 AM - 12:25 PM)
10. William from Topeka to Main (6:00 AM - 12:25 PM)
11. Waco from Douglas to South side of 2nd (6:00 AM - 12:25 PM)
12. Civic Center Drive from Douglas to South side of 1st (6:00 AM - 12:25 PM)
13. Waco Extension South of Douglas (6:00 AM - 12:25 PM)
14. McLean from 2nd to Maple (7:45 AM - 11:00 AM)
15. Sycamore from McLean to Douglas (7:45 AM - 11:00 AM)
16. McLean - Dodge (7:45 AM - 10:15 AM)
17. McLean - Exposition (7:45 AM - 10:15 AM)
18. McLean - Martinson (7:45 AM - 10:15 AM)
19. McLean - Elizabeth (7:45 AM - 10:15 AM)
20. McLean - Fern (7:45 AM - 10:15 AM)
21. McLean - Vine (7:45 AM - 10:15 AM)
22. McLean - Athenian (7:45 AM - 10:15 AM)
23. McLean/Central/Meridian (7:45 AM - 10:15 AM)
24. McLean - 9th (7:45 AM - 10:15 AM)
25. McLean/10th/Meridian (7:45 AM - 10:15 AM)
26. McLean - 13th (7:45 AM - 10:15 AM)
27. McLean-Iriquois (7:45 AM - 10:15 AM)
28. McLean-Minisa (7:45 AM - 10:15 AM)
29. Seneca from Museum Dr to 2nd (7:45 AM - 10:15 AM)
30. Emporia from William to 1st (6:00 AM - 12:25 PM)
31. St. Francis from South side of Douglas to 2nd (6:00 AM - 12:25 PM)
32. Mead from South side of Douglas to 2nd (6:00 AM - 12:25 PM)
33. Rock Island from South side of Douglas to 2nd (6:00 AM - 12:25 PM)
34. Mosley from South side of Douglas to 2nd (6:00 AM - 12:25 PM)

2008::Bombardier Learjet Presents Legends of Rock

Event #

Beginning: 5/10/2008 at 4:00 PM

Ending: 5 /10/2008 at 10:00 PM

Location: West Bank Stage

Location Description: WBS

Approvals:

1. Permission to use site.
2. Permission to set 10 food vendors and 3 beer trailers at site.
3. Permission to hang banners/signage.
4. Permission to use Expo Hall as rain location.

Street Closings:

1. McLean from Douglas to 2nd St. (11:00 AM - 11:30 PM)
2. Sycamore from Douglas to McLean (11:00 AM- 11:30 PM)
3. Waco from 1st to Douglas (11:00 AM - 11:30 PM).
4. Civic Center Place at Douglas (11:00 AM - 11:30 PM).
5. Wichita at Douglas (11:00 AM - 11:30 PM).
6. Douglas from McLean to Water (11:00 AM - 11:30 PM).

Ongoing:

Gates Open at 3:00

2008::Electromech Technologies Kids' Korner Mural

Event #

Beginning: 5/10/2008 at 10:00 AM

Ending: 5 /17/2008 at 8:00 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set (4) 4 x 20 murals on stands.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17 10:00 am - 8:00 pm

2008::Kansas Gas Service Paddle Boats

Event #

Beginning: 5/10/2008 at 2:00 PM

Ending: 5 /17/2008 at 8:00 PM

Location: Big Arkansas River

Location Description: From Douglas to Lewis

Approvals:

1. Permission to use waterway from Kansas Wildlife and Parks Department.
2. Permission to hang banners/signage.
3. Permission to use waterway from City of Wichita Park Department.
4. Permission to set 10 x 10 tent.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Saturday, May 10, 2:00 pm - 8:00 pm
Sunday, May 11, Noon - 4:00 pm
Monday, May 12 - Friday, May 16 6:00 pm - 8:00 pm
Saturday, May 17, 2:00 pm – 5:00 pm

2008::Legacy Bank's Kids' Korner Kamp

Event #

Beginning: 5/10/2008 at 5:00 PM

Ending: 5 /13/2008 at 9:30 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 x 20 tent.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13 11:00 am - 9:00 pm

Start Date: Saturday, May 10, 2008

2008::Star Million Dollar Hole In One

Event # 58 **Beginning:** 5/10/2008 at 11:00 AM

Location: A. Price Woodard Park **Ending:** 5 /17/2008 at 9:30 PM

Location Description:

Approvals:

1. Permission to use waterway from Kansas Wildlife and Park Deparment.
2. Permission to place banners/signage.
3. Permission to use bike path along A. Price Woodard Park.
4. Permission to use waterway from City of Wichita Park Dept.
5. Permission to use Sim Park Golf Course.
6. Permission to access water source.

Street Closings:

1. No street closings apply for this event.

Ongoing:

May 10: Noon - 8:00 p.m.
May 11: Noon - 8:00 p.m.
May 12: 6:00 p.m. - 8:00 p.m.
May 13: 6:00 p.m. - 8:00 p.m.
May 14: 6:00 p.m. - 8:00 p.m.
May 15: 6:00 p.m. - 8:00 p.m.
May 16: 6:00 p.m. - 8:00 p.m.
May 17: 1:00 p.m. - 3:00 p.m.

2008::Sundown Parade Float Display

Event # **Beginning:** 5/10/2008 at 1:00 PM

Location: Douglas Ave. at CII **Ending:** 5 /10/2008 at 4:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. Douglas from Waco to Water (10:00 AM - 7:00 PM) (part of Annual Art and Bool Fair closing)
2. Civic Center Place at Douglas (10:00 AM - 7:00 PM)
3. Wichita at Douglas (10:00 AM - 7:00 PM)

Ongoing:

2008::Tot Trot

Event # **Beginning:** 5/10/2008 at 10:30 AM

Location: Douglas Street Bridge **Ending:** 5 /10/2008 at 11:00 AM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event - see Bank of America River Run.

Ongoing:

2008::Walgreens Photo Shoot and ICEE Station

Event # **Beginning:** 5/10/2008 at 12:00 PM

Location: Tripodal Grass Area at Century II **Ending:** 5 /11/2008 at 8:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set (2) 10 x 10 tents.
4. Permission to access water and electrical source.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Saturday May 10, Noon - 8:00 PM
Sunday May 11, 11:00 AM - 8:00 PM

Start Date: Saturday, May 10, 2008

2008::Youth Talent Showcase

Event # **Beginning:** 5/10/2008 at 6:00 PM

Location: CII Mary Jane Teall Theatre **Ending:** 5 /10/2008 at 9:30 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Sunday, May 11, 2008

2008::Musica Latina

Event # **Beginning:** 5/11/2008 at 1:30 PM

Location: West Bank Stage **Ending:** 5 /11/2008 at 3:00 PM

Location Description: WBS

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 food vendors and 3 beer trailers at site.
4. Permission to set 20 x 20 tent for vip's
5. Permission to set stage.
6. Permission to set 20 x 20 tent.

Ongoing:

Gates open at 12:00 noon

Street Closings:

1. No street closing apply for this event.

2008::SpiritAeroSystemsPresentsRockin'OnTheRiver

Event # **Beginning:** 5/11/2008 at 4:00 PM

Location: West Bank Stage **Ending:** 5 /11/2008 at 8:00 PM

Location Description: WBS

Approvals:

1. Permission to use site - set up to begin on May 8.
2. Permission to shoot fireworks on the Broadview roof.
3. Permission to hang banners/signage.
4. Permission to set 10 food vendors and 3 beer trailers at site.
5. Permission to set 20 x 20 tent for vip's
6. Permission to set stage.
7. Permission to set 20 x 20 tent.

Ongoing:

Gates open at Noon

Street Closings:

1. McLean from Douglas to 2nd St. (11:00 AM - 11:30 PM)
2. Sycamore from Douglas to McLean (11:00 AM- 11:30 PM)
3. Waco from 1st to Douglas (11:00 AM - 11:30 PM).
4. Civic Center Place at Douglas (11:00 AM - 11:30 PM).
5. Wichita at Douglas (11:00 AM - 11:30 PM).
6. Douglas from McLean to Water (11:00 AM - 11:30 PM).

Start Date: Monday, May 12, 2008

2008::3rd Annual Bob Struble Mem. GolfTournament

Event # **Beginning:** 5/12/2008 at 10:00 AM

Location: Willowbend Golf Club **Ending:** 5 /12/2008 at 6:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::Joyful Noise

Event # 68 **Beginning:** 5/12/2008 at 6:30 PM

Location: CII Convention Hall **Ending:** 5 /12/2008 at 9:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to place banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::U G2G Concert

Event # **Beginning:** 5/12/2008 at 6:30 PM

Location: Kennedy Plaza **Ending:** 5 /12/2008 at 8:30 PM

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Placement of banners and signs.
3. Permission to use CII Exhibition Hall as rain location.
4. Permission to set 1 food vendor.

Jordan Pruitt - 6:30 - 7:05
Drew Seeley - 7:30 - 8:15

Street Closings:

1. Douglas from Waco to Water (3:00 PM - 10:30 PM).
2. Civic Center Place at Douglas (3:00 PM - 10:30 PM).
3. Wichita at Douglas (3:00 PM - 10:30 PM).

Start Date: Tuesday, May 13, 2008

2008::Club 225

Event # **Beginning:** 5/13/2008 at 7:00 PM

Location: CII Convention Hall **Ending:** 5 /13/2008 at 10:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Start Date: Tuesday, May 13, 2008

2008::Cowboy Concert at Cowtown

Event # **Beginning:** 5/13/2008 at 5:00 PM

Location: Old Cowtown Museum **Ending:** 5 /13/2008 at 8:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::INTRUST Festival of Broadway

Event # 15 **Beginning:** 5/13/2008 at 7:00 PM

Location: Kennedy Plaza **Ending:** 5 /13/2008 at 9:00 PM

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to use rain location; CII Exhibition Hall

Street Closings:

1. Douglas from Waco to Water (5:30 PM - 11:00 PM).
2. Civic Center Place at Douglas (5:30 PM - 11:00 PM).
3. Wichita at Douglas (5:30 PM - 11:00 PM).

2008::Sedgwick Co. Zoo Sunset Safari

Event # **Beginning:** 5/13/2008 at 4:00 PM

Location: Sedgwick County Zoo **Ending:** 5 /13/2008 at 8:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Start Date: Wednesday, May 14, 2008

2008::Case New Holland (CNH) Buckaroo Buckarette

Event # **Beginning:** 5/14/2008 at 5:00 PM

Location: Tripodal Grass Area at Century II **Ending:** 5 /14/2008 at 9:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. See Wild, Wild Wednesday street closings.

2008::Case New Holland (CNH) Hay Bale Art

Event # **Beginning:** 5/14/2008 at 5:30 PM
Ending: 5 /14/2008 at 9:00 PM

Location: Douglas Street Bridge

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 5 round hay bales.

Street Closings:

1. See Wild, Wild Wednesday listing.

Ongoing:

2008::Legacy Bank Grand Prix Races

Event # **Beginning:** 5/14/2008 at 5:00 PM
Ending: 5 /17/2008 at 8:00 PM

Location: West Side of CII

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 3 - 10 x 20 tents.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Wednesday, May 14, 5:00 p.m. - 9:00 p.m.
Thursday, May 15, 5:00 p.m. - 9:00 p.m.
Friday, May 16, 5:00 p.m. - 9:00 p.m.
Saturday, May 17, 10:00 a.m - 8:00 p.m.

2008::LSI Country Concert

Event # **Beginning:** 5/14/2008 at 5:00 PM
Ending: 5 /14/2008 at 9:00 PM

Location: Kennedy Plaza

Location Description: Douglas in front of CII

Approvals:

1. Permission to use site.
2. Placement of banners and signs.
3. Permission to use CII Exhibition Hall as rain location.

Street Closings:

1. See Wild Wild Wednesday for listing.

Ongoing:

2008::Talent Unleashed

Event # **Beginning:** 5/14/2008 at 6:30 PM
Ending: 5 /14/2008 at 9:00 PM

Location: CII Concert Hall

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

Ongoing:

Start Date: Wednesday, May 14, 2008

2008::Wild Wild Wednesday

Event # 10 **Beginning:** 5/14/2008 at 5:00 PM
Ending: 5 /14/2008 at 9:00 PM

Location: Kennedy Plaza

Location Description: Douglas in front of CII

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 4 food vendors.
4. Permission for expanded beer garden on Kennedy Plaza and Douglas from Waco t Water.

Street Closings:

1. Douglas from Waco to Water (3:00 PM - 11:00 PM)
2. Douglas from Waco to McLean (5:30 PM - 11:00 PM).
3. Civic Center Place at Douglas (3:00 PM - 11:00 PM).
4. Wichita at Douglas (3:00 PM - 11:00 PM).
5. Waco from Douglas to 1st. (5:30 PM - 11:00 PM).

Note: Any traffic exiting the Core Area or to/from the Broadview and Hyatt Service, will access via Waco Street at 1st Street.

Start Date: Thursday, May 15, 2008

2008::Big Easy

Event # 23 **Beginning:** 5/15/2008 at 4:30 PM
Ending: 5 /15/2008 at 9:30 PM

Location: Kennedy Plaza

Location Description: Douglas in front of CII

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to use rain location CII Exhibition Hall.
4. Permission to set 2 food vendors.
5. Permission for expanded beer garden on Kennedy Plaza and Douglas from Waco t Water.

Street Closings:

1. Douglas from Waco to Water (3:00 PM - 11:00 PM).
2. Civic Center Place at Douglas (3:00 PM - 11:00 PM).
3. Wichita at Douglas (3:00 PM - 11:00 PM).
4. Waco from Douglas to 1st St. (5:30 PM - 11:00 PM)
5. Douglas from Waco to McLean (5:30 PM - 11:00 PM)

2008::Big Easy Concert

Event # **Beginning:** 5/15/2008 at 8:00 PM
Ending: 5 /15/2008 at 9:30 PM

Location: Kennedy Plaza

Location Description: Douglas in front of CII

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. See Big Easy Listing.

Start Date: Thursday, May 15, 2008

2008::Cajun Food Fest

Event # 9 **Beginning:** 5/15/2008 at 4:30 PM

Location: CII Exhibition Hall **Ending:** 5 /15/2008 at 8:30 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to conduct temporary business - food sales.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Explore It

Event # 43 **Beginning:** 5/15/2008 at 12:00 PM

Location: Exploration Place **Ending:** 5 /15/2008 at 8:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Riverfest Senior Gala

Event # **Beginning:** 5/15/2008 at 7:00 PM

Location: Hilton Wichita Airport Exec. Conference Center **Ending:** 5 /15/2008 at 10:00 PM

Location Description: 2098 Airport Rd.

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Friday, May 16, 2008

2008::Block Party

Event # 2 **Beginning:** 5/16/2008 at 5:00 PM

Location: Kennedy Plaza **Ending:** 5 /16/2008 at 9:30 PM

Location Description: Douglas in front of CII

Approvals:

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to set 5 food vendors.
4. Permission to set 2 flatbeds - 1 at Douglas and Main; 1 on Douglas West of Main.

Ongoing:

Library Stage 5:00 p.m.- 9:15 p.m.
Main St. Stage 5:00 p.m. - 9:30 p.m.

Street Closings:

1. Douglas Avenue from Waco to Market (3:00 PM - Midnight)
2. Main from 1st to English (3:00 PM - Midnight)
3. Civic Center Place at Douglas (3:00 PM - Midnight) set barricade at north end of Chamber
4. Wichita at Douglas (3:00 PM - Midnight)
5. William from Market to Main (3:00 p.m. - Midnight)
6. Douglas from Waco to McLean (5:30 p.m. - Midnight.
7. Waco from 1st to Douglas (5:30 p.m. - Midnight)

Note: Any traffic exiting the Core Area or to/from the Radisson Hotel and Hyatt Service, will access via Waco Street from 13th.

2008::Block Party Oldies Concert

Event # **Beginning:** 5/16/2008 at 8:00 PM

Location: Kennedy Plaza **Ending:** 5 /16/2008 at 9:45 PM

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.
3. Rain location of Exhibition Hall.

Street Closings:

1. See Block Party listing.

2008::Hiland Dairy Ice Cream Social

Event # 19 **Beginning:** 5/16/2008 at 6:00 PM

Location: Douglas **Ending:** 5 /16/2008 at 7:30 PM

Location Description: West of Water

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to place Windwagon and other vehicles.
4. Permission to use CII Exhibition Hall as rain location.

Street Closings:

1. See Block Party listing.

2008::Portrait with the Admiral

Event # 25 **Beginning:** 5/16/2008 at 6:30 PM

Location: Kennedy Plaza **Ending:** 5 /16/2008 at 8:00 PM

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. See Block Party listing.

2008::River City Dance Review

Event # 50 **Beginning:** 5/16/2008 at 6:30 PM

Location: CII Concert Hall **Ending:** 5 /16/2008 at 8:30 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::The Garden Party at Botanica

Event # 5 **Beginning:** 5/16/2008 at 11:00 AM

Location: Botanica **Ending:** 5 /16/2008 at 8:30 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission for temporary food sales.
3. Permission to hang banners/signage.

Street Closings:

1. Amidon oneway North from Sim park drive to Murdock (8AM - 9PM).

Start Date: Saturday, May 17, 2008

2008::Aeroflex Antique Bathtub Races

Event # 3 **Beginning:** 5/17/2008 at 12:00 PM
Ending: 5 /17/2008 at 2:00 PM

Location: Big Arkansas River

Location Description: From 1st/2nd St. Bridge to Lewis St. Bridge

Approvals:

1. Permission to use waterway from Kansas Wildlife and Park Department.
2. Permission to deploy start and finish line and launch docks (Wildlife)
3. Permission from City of Wichita Park and Recreation Department to use river banks, bike paths, waterway and boat ramp.

Ongoing:

11:30 Parade of bathtubs
12:00 PM - 2:00 PM Antique bathtub races
3:30PM Award presentation at A. Price Woodard Park

Street Closings:

1. McLean from 2nd to Maple (6:00 AM on May 17 - 1:00 AM on May 18)
2. Douglas from Main to Sycamore (6:00 AM - 11:00 PM)
3. Sycamore from Douglas to McLean (6:00 AM on May 17 - 1:00 AM on May 18)
4. Civic Center Place at Douglas (6:00 AM - 11:00 PM)
5. Wichita at Douglas (6:00 AM - 11:00 PM)

2008::Air Capital Antique & Classic Boat Fest

Event # **Beginning:** 5/17/2008 at 10:00 AM
Ending: 5 /17/2008 at 4:00 PM

Location: Big Arkansas River

Location Description: North of Douglas St. Bridge

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission from City of Wichita Park and Recreation Department to use river banks, bike paths, waterway and boat ramp.
4. Permission from Kansas Wildlife and Parks for use of the river.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Capitol Federal Fireworks

Event # 12 **Beginning:** 5/17/2008 at 9:45 PM
Ending: 5 /17/2008 at 10:30 PM

Location: West Bank Stage Area

Location Description:

Approvals:

1. Permission to use site.
2. Western Enterprise Inc. to acquire fireworks permit.
3. Permission to hang banners/signage.
4. Permission to use Garvey and Broadview rooftops for fireworks.

Ongoing:

Street Closings:

1. Douglas from Main to Sycamore (6:00 AM - 11:00 PM).
2. McLean from 2nd to Maple (6:00 AM on May 17- 1:00 AM on May 18).
3. Sycamore from Douglas to McLean (6:00 AM on May 17 - 1:00 AM on May 18).
4. Waco from Douglas to 1st St., access limited to CII, Hyatt and Radisson-Broadview (6:00 AM - 11:00 PM).
5. McLean from Douglas to 2nd on Friday, May 16 Midnight to Saturday, May 17 at 11:00 PM.
6. 1st/2nd Street from Waco to McLean (3:00 PM - 11:00 PM).
7. Civic Center Place at Douglas (6:00 AM - 11:00 PM)
8. Wichita at Douglas (6:00 AM - 11:00 PM)

Start Date: Saturday, May 17, 2008

2008::Dodge Ball

Event # **Beginning:** 5/17/2008 at 10:00 AM

Location: Main Street between William and English **Ending:** 5 /17/2008 at 4:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. Douglas from Water to Market (5:00 AM - 9:00 PM).
2. Main from 1st to English (5:00 AM - 9:00 PM).
3. William from Market to Main (5:00 AM. - 9:00 PM).

2008::Friends of the Keeper Celebration

Event # **Beginning:** 5/17/2008 at 9:00 AM

Location: Mid-America All-Indian Center **Ending:** 5 /18/2008 at 9:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to hang banners/signage.
2. Permission to use site.
3. Permission to set food vendors.

May 17, 9:00 am - 9:00 pm
May 18, 12:00 noon - 9:00 pm

Street Closings:

1. No street closings apply for this event.

2008::got milk? Chief Health Officer Tour

Event # **Beginning:** 5/17/2008 at 10:00 AM

Location: Main Street **Ending:** 5 /17/2008 at 7:00 PM

Location Description: Douglas to English

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::Koch Industries Twilight Pops Concert

Event # 37 **Beginning:** 5/17/2008 at 8:30 PM

Location: Kennedy Plaza & CII **Ending:** 5 /17/2008 at 9:40 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to discharge cannons.
3. Permission for Flyover from FAA and Pentagon submit DD Form 2535.
4. Permission to hang banners/signage.

Street Closings:

1. Douglas from Main to Sycamore (6:00 AM - 11:00 PM).

Start Date: Saturday, May 17, 2008

2008::McLean Street Food Court - NON EVENT

Event # **Beginning:** 5/17/2008 at 10:00 AM

Location: McLean Street Food Court **Ending:** 5 /17/2008 at 9:30 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to place 6 food vendors at the corner of McLean and Douglas.

Street Closings:

1. McLean from Maple to Douglas (6:00 AM on May 17 - 1:00 AM on May 18)

2008::Music by the River

Event # **Beginning:** 5/17/2008 at 11:00 AM

Location: Tripodal Grass Area at Century II **Ending:** 5 /17/2008 at 8:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::Riverfest Basic Skills Ice Skating Comp

Event # 64 **Beginning:** 5/17/2008 at 3:00 PM

Location: Wichita Ice Center **Ending:** 5 /17/2008 at 5:00 PM

Location Description: 505 W. Maple

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::Riverfest Car Show

Event # **Beginning:** 5/17/2008 at 11:00 AM

Location: Douglas & McLean **Ending:** 5 /17/2008 at 5:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to hang banners/signage.
2. Permission to use site.
3. Permission to set tent. (10 x 10)

Street Closings:

1. Douglas from Sycamore to McLean (8:00 AM - 5:30 PM).

Start Date: Saturday, May 17, 2008

2008::Riverfest Flea Market

Event # 18 **Beginning:** 5/17/2008 at 9:00 AM
Ending: 5 /17/2008 at 6:00 PM

Location: Douglas Avenue

Location Description: Douglas from Water to Market

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set coffee vendor at site.

Ongoing:

Street Closings:

1. Douglas from Water to Market (5:00 AM - 8:00 PM).
2. Main from 1st to English (5:00 AM - 8:00 PM).
3. William from Market to Main (5:00 AM. - 8:00 PM)

2008::Riverfest Wakeboard Competition & Ski Show

Event # 42 **Beginning:** 5/17/2008 at 5:30 PM
Ending: 5 /17/2008 at 8:00 PM

Location: Big Arkansas River

Location Description: From Douglas to Lewis

Approvals:

1. Permission to use waterway from Kansas Wildlife and Parks Department.
2. Permission to hang banners/signage.
3. Permission to use waterway from City of Wichita Park Department.
4. Permission to use boat ramp at Gander Mountain.

Ongoing:

Wakeboard - 5:30 - 7:15
Waterski - 7:15 - 8:00

Street Closings:

1. No street closings apply for this event.

2008::Sponsor Thank You Party - Special Activity

Event # **Beginning:** 5/17/2008 at 6:30 PM
Ending: 5 /17/2008 at 10:00 PM

Location: CII Balcony & Exhibition Hall

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Teen Scene "Rivalry at the River"

Event # **Beginning:** 5/17/2008 at 12:00 PM
Ending: 5 /17/2008 at 4:00 PM

Location: Hyatt Lawn

Location Description: Lawn south of Hyatt

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set inflatables.
4. Permission to set 20 x 20 stage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Saturday, May 17, 2008

2008::Via Christi Walkfest

Event # 54 **Beginning:** 5/17/2008 at 9:00 AM

Location: Central Riverside Park **Ending:** 5 /17/2008 at 11:00 AM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permisson to hang banners/signage.
3. Permission to use Central Riverside Park.
4. Permission to use North Riverside Park.

Street Closings:

1. Murdock from Stackman/Gilman to Wiley (7:00 AM - 11:30 AM)
2. Stackman from Gilman to Murdock (7:00 AM - 11:30 AM).
3. Murdock from Waco to W. River Blvd. (7:00 AM - 11:30 AM).
4. W. River Blvd. from Murdock to Nims (7:00 AM - 11:30 AM).
5. Nims/Bitting from W. River Blvd. to 10th St. (7:00 AM - 11:30 AM).
6. 9th St. from Bitting to Jefferson (7:00 AM - 11:30 AM).
7. N. River Dr. from Bitting to 12th St. & Pearce (7:00 AM - 11:30 AM).
8. Forest from 12th St. to N. River Dr. (7:00 AM - 11:30 AM).
9. 11th St. from W. River Blvd. to Pearce (7:00 AM - 11:30 AM).
10. Wiley from W. River Blvd. to Nims (7:00 AM - 11:30 AM).
11. Franklin from Nims to Wiley (7:00 AM - 11:30 AM).
12. Nims from Franklin to Central (7:00 AM - 11:30 AM).
13. Spaulding at Murdock (7:00 AM - 11:30 AM).
14. Carter at Murdock (7:00 AM - 11:30 AM).

2008::Walgreens Wellness Tour

Event # **Beginning:** 5/17/2008 at 10:00 AM

Location: On Douglas in front of Tripodal **Ending:** 5 /17/2008 at 6:30 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

CITY OF WICHITA

CITY LICENSE
(316) 268-4553

RIVER FESTIVAL LICENSE APPLICATION
Fee: Waived
Complete in Duplicate

Applicant Information

Name	Kathryn Ewing	Phone	316 267 2817
Address	1820 E Douglas Wichita Ks	Zip Code	67214

Business Information

Name	Wichita Festivals, Inc	Phone	316 267 2817
Address	1820 E Douglas Wichita Ks	Zip Code	67214

The Wichita River Festival will begin 5/9/08 and end 5/17/08.

Wichita Festivals, Inc., has obtained and submitted to the City Clerk of the City of Wichita insurance in the amount of $ 5,000,000 which shall continue in effect at all times during which the Wichita River Festival is being held, and naming the City of Wichita and the Board of Park Commissioners as co-insureds.

I hereby certify that I am authorized by Wichita Festivals, Inc., to make application for a Cityof Wichita River Festival Permit and that Wichita Festivals, Inc., will abide by all rules and regulations as set out and defined in Ordinance No 39-119 (Chapter 3.14) of the Code of the City of Wichita, Kansas.

Kathryn L. Ewing
Signature of Applicant

Subscribed and sworn to before me this 28th day of MARCH, 2008.

My appointment expires on 26 day of JUNE, 2011.

NOTARY PUBLIC - State of Kansas
CHRIS MITCHELL
My Appt. Exp. 6/26/2011

Notary Public

FOR OFFICIAL USE ONLY
See attached for regulatory approvals/disapprovals

	APPROVED	DISAPPROVED	DATE
Law Dept (Insurance)			
City Manager			
License Number		Clerk	
Date Received		Date Released	

(7/99)

2008 Wichita River Festival
City of Wichita License Information

For assistance during the festivals contact the Festival Command Center
137 N. Waco Wichita, Ks 67214 Phone (316) 807-7080 Fax (316) 263-7108

Visit our website at www.wichitafestivals.com
Office: 1820 E. Douglas 67214 (316) 267-2817

Some Information shown on this page, such as addresses and phone numbers, are of a confidential or personal nature and should not be made public.

Start Date: Wednesday, May 07, 2008

2008::1st and Waco

Event # **Beginning:** 5/7/2008 at
Ending: 5 /19/2008 at

Location:

Location Description: Parking Lot on SW Corner

Approvals:

1. Permission to use parking lot on SW Corner (beginning at 5:30 p.m. on May 7 - May 19.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Friday, May 09, 2008

2008::"Kansas Cup" Riverfest Adult IceHockey Tourn

Event # **Beginning:** 5/9/2008 at 7:00 AM
Ending: 5 /18/2008 at 10:00 PM

Location: Wichita Ice Center

Location Description: 505 W. Maple

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Fri. May 9 5 PM - 11 PM
Sat. May 10 7 AM - 10 PM
Sun. May 11 8 AM - 2 PM
Fri. May 16 5 PM - 11 PM
Sat. May 17 7 AM - 11 PM
Sun. May 18 7 AM - 1 PM

Street Closings:

1. No street closings apply for this event.

2008::"The Other White Meat" Tour

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /11/2008 at 9:00 PM

Location: 1st and Waco

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to sample 3 oz. pork sandwiches.
4. Permission to set 3-4 propane grills for cooking.
5. Permission to set 1 - 10 x 10 tent and 1 - 10 x 15 tent.
6. Permission to set 1 - 10 x 10 inflatable on top of trailer.

Ongoing:

May 9: 5:00 pm - 9:30 pm
May 10: 11:00 am - 9:00 pm
May 11: 11:00 am - 9:00 pm

Street Closings:

1. No street closings apply to this event.

Start Date: Friday, May 09, 2008

2008::A. Price Woodard Food Court-NON EVENT

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to place 4 self contained food vendors.
2. Permission to place 1 ticket booth.
3. Permission to hang banners/signage.
4. Permission to use parking stalls on west side of CII.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9, 5:00 pm - 9:30 pm
Saturday, May 10 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12 5:00 pm - 9:00 pm
Tuesday, May 13, 11:00 am - 9:00 pm
Wednesday, May 14, 5:00 pm - 9:00 pm
Thursday, May 15, 5:00 pm - 9:00 pm
Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 9:30 pm

2008::Brawny

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 9:00 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set handwashing station.

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::Bud Light Beer Garden at CII- NON EVENT

Event # **Beginning:** 5/9/2008 at 11:00 AM
Ending: 5 /17/2008 at 9:30 PM

Location: CII

Location Description: Century Two

Approvals:

1. Permission to set 1 - 8 x 20 trailer
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 09 11:00 AM - 9:30 PM
Saturday, May 10 10:00 AM - 9:30 PM
Sunday, May 11 11:00 AM - 9:00 PM
Monday, May 12 11:00 AM - 9:00 PM
Tuesday, May 13 11:00 AM - 9:00 PM
Wednesday, May 16411:00 AM - 9:00 PM
Thursday, May 15 11:00 AM - 9:00 PM
Friday, May 16 11:00 AM - 9:30 PM
Saturday, May 17 11:00 AM - 9:30 PM

2008::Cessna Carnival Rides & Inflatables

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 9:30 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 1 web spider crawl, 1 magic carpet slide inflatable, 1 fling thing eurobungee, 1 enchanted castle bounce and slide inflatable, 1 under the big top inflatable, 1 grand prix raceway inflatable, 1 berry spin ride, 1 jumbo obstacle course inflatable.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 09, 5:00 pm - 9:30 pm
Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13, 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 8:00 pm

Start Date: Friday, May 09, 2008

2008::Cessna Kids' Korner

Event # **Beginning:** 5/9/2008 at 10:00 AM

Location: A. Price Woodard Park **Ending:** 5 /17/2008 at 9:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 4' fence with 4 gates enclosing park.
4. Permission to use lot A and parking lot south of Lot A beginning Thursday, May 8 (5:30 pm)- Sunday, May 18 (5:00 pm).

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9, 5:00 pm - 9:30 pm
Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13, 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 8:00 pm

2008::Chamber Parking Lot - NON EVENT

Event # **Beginning:** 5/9/2008 at

Location: Chamber Parking Lot **Ending:** 5 /17/2008 at

Location Description:

Approvals:

1. Permission to use site.

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::City Parking Lots

Event # **Beginning:** 5/9/2008 at 8:00 AM

Location: **Ending:** 5 /17/2008 at 5:00 PM

Location Description:

Approvals:

1. Permission to use the following city owned parking lots.
   - 151 N. Waco
   - Water Dept. Lot
   - Triangular lot at the southeast corner of 1st and Waco
   - Rounds and Porter (SE corner of Waco and Central)
   - State Office Parking Garage
   - NE Corner of Broadway and English
   - 319 S. Broadway
   - 324 S. Market
   - 120 N. Emporia (NE corner of Douglas and Emporia)
   - SW corner of 3rd and Main

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::Disability Services - "Special Services"

Event # **Beginning:** 5/9/2008 at

Location: **Ending:** 5 /17/2008 at

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::Douglas Avenue Sculpture Walking Tour

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: Downtown

Location Description:

Approvals:

1. Permission to use site.

Ongoing:

Fri. May 09 through Saturday, May 17 11 AM - 8:00 PM

Street Closings:

1. No street closings apply for this event.

2008::Food Court at Century II - NON EVENT

Event # **Beginning:** 5/9/2008 at 8:00 AM
Ending: 5 /17/2008 at 10:00 PM

Location: CII Drive

Location Description:

Approvals:

1. Permission to place food vendors.
2. Permission to use site.
3. Permission to post tents.
   Tents: 100 S Century II Drive
   14 20 x 20 - food (16 actual food vendors)
   1 10 x 20 - wash
   1 20 x 40 - merchandise
   2 Tickets booths at north end of food court row.
   1 Ticket booth in center of food court row.
   N. Side of Library: 1 - 10 x 10 Info Booth
   3 - 4 - Toyota Cars
   1 - 10 x 10 Toyota Tent
   2 - ticket booths
4. Permission to place storage unit, refrigerated trucks.
5. Permission to hang banners/signage.

Ongoing:

Friday, May 09, 11:00 a.m. - 9:30 p.m.
Saturday, May 10, 10:00 a.m. - 9:30 p.m.
Sunday, May 11, 11:00 a.m. - 9:00 p.m.
Monday, May 12, 11:00 a.m. - 9:00 p.m.
Tuesday, May 13, 11:00 a.m. - 9:00 p.m.
Senior Day Reserved Seating 11:00 a.m. - noon and 4:00 p.m. to 6:00 p.m.
Wednesday, May 16, 11:00 a.m. - 9:00 p.m.
Thursday, May 17, 11:00 a.m. - 9:00 p.m.
Friday, May 18, 11:00 a.m. - 9:30 p.m.
Saturday, May 19, 10:00 a.m. - 9:30 p.m.

Street Closings:

1. Century II Drive from Main to Douglas (May 1 - May 20).

2008::Grand Opening Ceremony

Event # **Beginning:** 5/9/2008 at 12:30 PM
Ending: 5 /9 /2008 at 1:00 PM

Location: Team Kansas Toyota Food Court Stage

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Johnathan Goodwin Green Giveaway

Event # **Beginning:** 5/9/2008 at 6:00 PM
Ending: 5 /16/2008 at 9:00 PM

Location: 535 W. Douglas

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

May 9 6:00 pm - 9:00 pm
May 10 10:00 am - 7:00 pm
May 11 12:00 pm - 7:00 pm
May 12 - May 15 5:30 pm - 9:00 pm
May 16 8:00 pm presentation at Block Party

Street Closings:

1. No street closings apply for this event.

Start Date: Friday, May 09, 2008

2008::KAKE Missing Children Van - A Safe Place

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: Douglas Ave. at CII

Location Description: North side of Douglas; West of Water

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

May 9 : 6:00 pm - 10:30 pm
May 10: 8:00 am - 10:30 pm
May 11: 11:00 am - 9:30 pm
May 12: 5:30 pm - 9:30 pm
May 13: 11:00 a.m. - 3:00 p.m.
5:30 pm - 9:30 pm
May 14: 5:30 pm - 9:30 pm
May 15: 5:30 pm - 10:00 pm
May 16: 5:30 pm - 10:30 pm
May 17: 11:00 am - 11:30 pm

2008::Kansas Army National Guard Public Display

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 9:00 PM

Location: West Side of CII

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set inflatable tent (20 x 20), rock climbing wall and military equipment.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9: 5:00 p.m. - 9:30 p.m.
Saturday May 10: 11:00 a.m. - 9:30 p.m.
Sunday, May 11: 12:00 - 9:00 p.m.
Monday, May 12: 5:30 p.m. - 9:00 p.m.
Tuesday, May 13: 12:00 - 9:00 -p.m.
Wednesday, May 14: 5:30 p.m. - 9:00 p.m.
Thursday, May 15: 5:30 p.m. - 9:00 p.m.
Friday, May 16: 5:30 p.m. - 8:00 p.m.
Saturday, May 17: 10:00 a.m. - 8:00 p.m.

2008::Kansas Lottery- Get Your Tickets & Win

Event # **Beginning:** 5/9/2008 at 11:00 AM
Ending: 5 /17/2008 at 9:00 PM

Location: CII Food Court

Location Description: 10 Day Food Court

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to place Cougar Boat in food court row, May 9 - 17 and on Douglas St Bridge on May 17.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Fri. May 9:11:00am-9:30pm
Sat. May 10:10:00am-9:30pm
Sun. May 11:11:00am-9:00pm
Mon. May 12:11:00am-9:00pm
Tues. May 13:11:00am-9:00pm
Wed. May 14: 11:00am-9:00pm
Thurs. May 15:11:00am-9:00pm
Fri. May 16: 11:00am-9:30pm
Sat. May 17: 10:00am-5:30pm
Sat. May 17: 6:00pm Second-Chance Drawing

Boat Drawing & Giveaway - Saturday May 17 6:00 PM on the Douglas Street Bridge

2008::Kids' Korner Jamboree

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 8:00 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 x 20 tent.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9, 8:30 pm - 9:30 pm
Saturday, May 10 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 8:00 pm

2008::Kids' Korner Tall Tale Theater

Event # **Beginning:** 5/9/2008 at 5:00 PM
Ending: 5 /17/2008 at 9:00 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 x 20 tent for event.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, May 9, 5:00 pm - 9:30 pm
Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13, 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17, 10:00 am - 8:00 pm

2008::Lunchtime Trolleys - "Special Services" MAP

Event # **Beginning:** 5/9/2008 at 11:00 AM
Ending: 5 /17/2008 at 2:00 PM

Location: Wichita Public Library

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

2008::Merchandise - Non Event

Event # **Beginning:** 5/9/2008 at 11:00 AM
Ending: 5 /17/2008 at 9:30 PM

Location:

Location Description:

Approvals:

1. Permission to set 20 x 40 tent.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Hours of Operation during the Wichita River Festival:
Friday, May 9, 11:00am-9:30pm
Saturday, May 10, 10:00am-9:30pm
Sunday, May 11, 11:00am-9:00pm
Monday, May 12, 11:00am-2:00pm, 5:00pm-9:00pm
Tuesday, May 13 11:00am-2:00pm, 5:00pm-9:00pm
Wednesday, May 14, 11:00am-2:00pm, 5:00pm-9:00pm
Thursday, May 15, 11:00am-2:00pm, 5:00pm-9:00pm
Friday, May 16 11:00am-9:30pm
Saturday, May 17, 10:00am-9:30pm

Start Date: Friday, May 09, 2008

2008::Mtn. Man Rendezvous & Plains Indians Dances

Event # **Beginning:** 5/9/2008 at 9:00 AM

Location: Mid-America All-Indian Center **Ending:** 5 /10/2008 at 9:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to use the Water Dept. Parking Lot from Thursday, May 8 - Sunday, May 11.

Ongoing:

Friday May 9, 9:30am-4:00pm
Saturday May 10, 11:00am-6:00pm

Street Closings:

1. No street closings apply for this event.

2008::Museum Attractions - "Special Services"

Event # **Beginning:** 5/9/2008 at

Location: Various - See Location Description **Ending:** 5 /17/2008 at

Location Description:

Approvals:

1. Permission to use sites.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event

2008::Non - Event Photography Contest

Event # **Beginning:** 5/9/2008 at

Location: Not Applicable **Ending:** 5 /17/2008 at

Location Description:

Approvals:

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Opening Night Concert & Fireworks

Event # **Beginning:** 5/9/2008 at 8:30 PM

Location: West Bank Stage **Ending:** 5 /9 /1988 at 10:00 PM

Location Description: WBS

Approvals:

1. Permission to use site - set up to begin on May 8.
2. Permission to shoot fireworks on the Broadview roof.
4. Permission to hang banners/signage.
5. Permission to set 10 food vendors and 3 beer trailers at site.
9. Permission to set 20 x 20 tent for vip's
6. Permission to set stage.
7. Permission to set 20 x 20 tent.

Ongoing:

Gates open at 3:00 p.m.

Street Closings:

1. McLean from Douglas to 2nd St. (8:30 AM - 11:30 PM).
2. Sycamore from Douglas to McLean (8:30 AM - 11:30 PM).
3. McLean from Maple to Douglas (6:00 PM - 11:30 PM).
4. Douglas from Sycamore to McLean (6:00 PM - 11:30 PM).
5. 2nd from McLean to Waco (6:00 PM - 11:30 PM).

Start Date: Friday, May 09, 2008

2008::Outdoor Channel Motor Moose

Event # **Beginning:** 5/9/2008 at 5:00 PM

Location: 1st and Waco **Ending:** 5 /11/2008 at 9:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 2 - 10 x 10 tents.
4. Permission to load in event on 5/8 at 1:00 p.m.

Ongoing:

May 9: 5:00 pm - 9:30 pm
May 10: 8:00 am - 9:00 pm
May 11: 11:00 am - 9:00 pm

Street Closings:

1. No street closings apply for this event.

2008::Professional Baseball In TheHeart of Wichita

Event # 7 **Beginning:** 5/9/2008 at 7:05 PM

Location: Lawrence Dumont Stadium **Ending:** 5 /9 /2008 at 10:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Riverfest Photo Booth

Event # **Beginning:** 5/9/2008 at

Location: Kennedy Plaza **Ending:** 5 /17/2008 at

Location Description: Douglas in front of CII

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Friday, May 09, 2008

2008::Sundown Parade

Event # 29 **Beginning:** 5/9/2008 at 6:30 PM

Location: Downtown **Ending:** 5 /9 /2008 at 8:00 PM

Location Description:

Approvals:

1. Ensure that timed sprinklers at City Building are shut off.
2. Arrange for street sweepers following parade and into staging areas.
3. Permission to place 7 food vendors at the following locations: Central and Main; 3 and Main; 2nd and Main; 1st and Main; Douglas and Main.
4. Permission to hang banners/signage.
5. Permission to have inflatables in the parade.

Ongoing:

Street Closings:

Staging:
5:30PM - 9:00PM
1. Main from 2nd to 11th.
2. Elm from Water to Market.
3. Pine from Wichita to Market.
4. Wichita from Murdock to Central.
5. Wichita from Murdock to 8th St. (both ends)
6. Water from Murdock to Elm.
7. Murdock from Market to Waco.
8. 8th from Water to Market.
9. 9th from Water to Market.
10. 10th from Water to Market.

Central stays open for cross traffic for as long as is practical.

Parade:
6:00PM - 9:00PM
1. Main from 2nd to English
2. 2nd from McLean to Main
3. Water from Douglas to 3rd.
4. 3rd from Riverview to Market
5. Central from Market to Nims
6. Waco from Douglas to Central
7. 2nd from Waco to Market
8. Greenway from Central to Waco.
9. Douglas from McLean to Market.
10. William from Market to Main.
11. Murdock from Waco to Market

Note: Any traffic exiting the Core Area or to/from the Broadview Hotel and Hyatt Service, will access via Douglas from McLean..
Note: Northwest portion of 2nd & McLean intersection remains open for traffic.

2008::SYNC On Tour

Event # **Beginning:** 5/9/2008 at 5:00 PM

Location: 1st and Waco **Ending:** 5 /17/2008 at 9:30 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to place food vendor at event location.
4. Permission to load in event at noon on 5/8.

Street Closings:

1. No street closings apply for this event.

Ongoing:

May 9	5:00 pm - 9:30 pm
May 10	8:00 am - 9:00 pm
May 11	11:00am - 9:00pm
May 12	4:00 pm - 9:00 pm
May 13	4:00 pm - 9:00 pm
May 14	4:00 pm - 9:00 pm
May 15	4:00 pm - 9:00 pm
May 16	4:00 pm - 9:30 pm
May 17	9:00 am - 9:00 pm

2008::Team Kansas Toyota Food Court Stage at CII

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: CII Food Court Stage

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 x 20 Backdrop.
4. Permission to set 10 x 10 tent.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday May 9, 11:30am-1:30pm, 5:00pm-9:15pm
Saturday May 10, 10:00am-9:15pm
Sunday May 11, 11:00am-8:45pm
Monday May 12 - 11:30am-1:30pm, 5:00pm-8:45pm
Tuesday, May 13 - 11:30am-1:30pm, 4:00pm-8:45pm
Wednesday, May 14 - 11:30am-1:30pm, 5:00pm-8:45pm
Thursday, May 15, 11:30am-1:30pm, 5:00pm-8:45pm
Friday May 16, 11:30am-1:30pm, 5:00pm-9:15pm
Saturday May 17, 11:00am-8:00pm

2008::Via Christi Registered Nurses First Aid

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: Century II

Location Description: NE Ticket Booth

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

May 9 6:00 p.m. - 10:30 p.m.
May 10 9:00 a.m. - 10:30 p.m.
May 11 11:00 a.m. - 9:00 p.m.
May 12 6:00 p.m. - 9:30 p.m.
May 13 6:00 p.m. - 9:30 p.m.
May 14 6:00 p.m. - 9:30 p.m.
May 15 6:00 p.m. - 9:30 p.m.
May 16 6:00 p.m. - 10:00 p.m.
May 17 9:00 a.m. - 10:00 p.m.

2008::Volunteer Parking Lot

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: SW Corner of English and Broadway

Location Description: State of Kansas lot managed by Ampco

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

After 6 on weekdays and all day on weekends.

2008::WDDC Noon Hour Entertainment

Event # **Beginning:** 5/9/2008 at
Ending: 5 /17/2008 at

Location: Team Kansas Toyota Food Court Stage

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Start Date: Friday, May 09, 2008

2008::Wichita Children's Theatre Production

Event # 38 **Beginning:** 5/9/2008 at 10:00 AM
Ending: 5 /17/2008 at 3:00 PM

Location: CII Mary Jane Teall Theatre

Location Description:

Approvals:

1. Permission to use site.
2. Permission to place window signs and directional signage at site.
3. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event

Ongoing:

Friday, May 9, 10:00 am, 1:00 pm (schools only)
Saturday, May 10, 12:00 pm, 1:30 pm & 3:00 pm
Sunday, May 11, 2:00 pm
Saturday, May 17, 12:00 pm, 1:30 pm & 3:00 pm

2008::Wichita River Festival Softball Tournament

Event # 28 **Beginning:** 5/9/2008 at 7:00 PM
Ending: 5 /18/2008 at 10:00 PM

Location: South Lakes Sport Complex

Location Description: 5300 S Meridian

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Fri. May 9, 08 7PM - 11PM
Sat. May 10, 08; 9AM - 11PM
Sun. May 11, 08; 9AM to Completion
Sat. May 17, 08; 9AM - 10PM
Sun. May 18, 08; 9AM to Completion

2008::ZonePerfect Nutrition Bars

Event # **Beginning:** 5/9/2008 at
Ending: 5 /13/2008 at

Location: 1st and Waco

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 20 x 20 tent and 26' support vehicle.

Street Closings:

1. No street closings apply for this event.

Ongoing:

May 9 5:00 pm - 9:30 pm
May 10 8:00 am - 9:00 pm
May 11 11:00am - 9:00pm
May 12 4:00 pm - 9:00 pm
May 13 4:00 pm - 9:00 pm

Start Date: Saturday, May 10, 2008

2008::49th Annual Art, Book and Craft Fair

Event # 4 **Beginning:** 5/10/2008 at 10:00 AM
Ending: 5 /11/2008 at 5:00 PM

Location: Kennedy Plaza & Century II Exhibition

Location Description:

Approvals:

1. Permission to use site.
2. Permission to place banner/signage.

Street Closings:

1. Douglas from Waco to Water on May 10 and May 11 (10:00 AM - 10:30 PM-each day)
2. Civic Center Place at Douglas on May 10 and May 11 (10:00 AM - 10:30 PM each day).
3. Wichita at Douglas on May 10 and May 11 (10:00 AM - 10:30 PM each day).

Ongoing:

Sat. May 10 10:00 AM - 6:00 PM
Sun. May 11 11:00 AM - 5:00 PM

2008::Admirals' Pancake Feed

Event # 24 **Beginning:** 5/10/2008 at 8:30 AM
Ending: 5 /10/2008 at 11:30 AM

Location: Garvey Center Upper Deck

Location Description: 250 W. Douglas

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Aeroflex Acoustic Arts on the Court

Event # 70 **Beginning:** 5/10/2008 at 11:00 AM
Ending: 5 /10/2008 at 5:00 PM

Location: Team Kansas Toyota Food Court Stage

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Aeroflex Antique Bathtub Display/Judging

Event # **Beginning:** 5/10/2008 at 11:00 AM
Ending: 5 /10/2008 at 2:30 PM

Location: Main Street

Location Description: Douglas to English

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. Main Street from Douglas to English (7:00 AM - 6:00 PM).
2. William from Market to Main (7:00 AM - 6:00 PM)

2008::Alefs Harley-Davidson River Ride

Event # **Beginning:** 5/10/2008 at 10:00 AM
Ending: 5 /10/2008 at 5:00 PM

Location: Main Street between William and English

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

10:00 First bike out from 53rd and I-135
11:00 Last bike out
3:00 Bikes arrive at event site

Street Closings:

1. Main from Douglas to English (2:00 PM - 10:30 PM).
2. William from Market to Main (2:00 PM - 10:30 PM).

POSSIBLE ADDITIONAL CLOSINGS BELOW BASED ON THE NUMBER OF PARTICIPANTS:

1. Main from Douglas to 1st St. (2:00 PM - 10:30 PM).
2. Douglas from Market to Water (2:00 PM - 10:30 PM).
3. Water from Douglas to 1st St. (2:00 PM - 10:30 PM).

2008::Arkansas River Coalition River Rides

Event # **Beginning:** 5/10/2008 at 12:00 PM
Ending: 5 /11/2008 at 6:00 PM

Location: Big Arkansas River

Location Description: South of 2nd Street Bridge

Approvals:

1. Permission to use waterway from Kansas Wildlife and Parks Department.
2. Permission to hang banners/signage.
3. Permission to use waterway from City of Wichita Park Department.

Ongoing:

Saturday, May 10, Noon - 6:00 p.m.
Sunday, May 11, Noon - 6:00 p.m.

Street Closings:

1. No street closings apply for this event.

2008::Bank Of America River Run

Event # 6 **Beginning:** 5/10/2008 at 8:00 AM
Ending: 5 /10/2008 at 12:00 PM

Location: Downtown

Location Description:

Approvals:

1. Permission to use site.
2. Permission to use Douglas St. Bridge.
3. Permission to hang banners/signage.
4. Permission to discharge cannon to start each race.

Ongoing:

Ten Kilometer -	8:00 AM
2 Mile Wheelchair	9:30 AM
2 Mile -	9:40 AM
Tot Trot	10:30 AM
Awards Ceremony	10K 9:20 a.m. at start line
	2 Mile 10:00 a.m. at finish line

Street Closings:

1. Douglas from Washington to Sycamore (6:00 AM - 12:25 PM)
2. 2nd from Osage to Waco (6:00 AM - 12:25 PM)
3. 1st from Waco to Washington (6:00 AM - 12:25 PM)
4. Topeka from William to 2nd (6:00 AM - 12:25 PM)
5. Broadway from English to 2nd (6:00 AM - 12:25 PM)
6. Market from 2nd to English (6:00 AM - 12:25 PM)
7. Main from 2nd to English (6:00 AM - 12:25 PM)
8. Water from Douglas to North side of 1st Street. (6:00 AM - 12:25 PM)
9. Wichita from South side of 2nd St. to Douglas (6:00 AM - 12:25 PM)
10. William from Topeka to Main (6:00 AM - 12:25 PM)
11. Waco from Douglas to South side of 2nd (6:00 AM - 12:25 PM)
12. Civic Center Drive from Douglas to South side of 1st (6:00 AM - 12:25 PM)
13. Waco Extension South of Douglas (6:00 AM - 12:25 PM)
14. McLean from 2nd to Maple (7:45 AM - 11:00 AM)
15. Sycamore from McLean to Douglas (7:45 AM - 11:00 AM)
16. McLean - Dodge (7:45 AM - 10:15 AM)
17. McLean - Exposition (7:45 AM - 10:15 AM)
18. McLean - Martinson (7:45 AM - 10:15 AM)
19. McLean - Elizabeth (7:45 AM - 10:15 AM)
20. McLean - Fern (7:45 AM - 10:15 AM)
21. McLean - Vine (7:45 AM - 10:15 AM)
22. McLean - Athenian (7:45 AM - 10:15 AM)
23. McLean/Central/Meridian (7:45 AM - 10:15 AM)
24. McLean - 9th (7:45 AM - 10:15 AM)
25. McLean/10th/Meridian (7:45 AM - 10:15 AM)
26. McLean - 13th (7:45 AM - 10:15 AM)
27. McLean-Iriquois (7:45 AM - 10:15 AM)
28. McLean-Minisa (7:45 AM - 10:15 AM)
29. Seneca from Museum Dr to 2nd (7:45 AM - 10:15 AM)
30. Emporia from William to 1st (6:00 AM - 12:25 PM)
31. St. Francis from South side of Douglas to 2nd (6:00 AM - 12:25 PM)
32. Mead from South side of Douglas to 2nd (6:00 AM - 12:25 PM)
33. Rock Island from South side of Douglas to 2nd (6:00 AM - 12:25 PM)
34. Mosley from South side of Douglas to 2nd (6:00 AM - 12:25 PM)

Start Date: Saturday, May 10, 2008

2008::Bombardier Learjet Presents Legends of Rock

Event # **Beginning:** 5/10/2008 at 4:00 PM
Ending: 5 /10/2008 at 10:00 PM

Location: West Bank Stage

Location Description: WBS

Approvals:

1. Permission to use site.
2. Permission to set 10 food vendors and 3 beer trailers at site.
3. Permission to hang banners/signage.
4. Permission to use Expo Hall as rain location.

Street Closings:

1. McLean from Douglas to 2nd St. (11:00 AM - 11:30 PM)
2. Sycamore from Douglas to McLean (11:00 AM- 11:30 PM)
3. Waco from 1st to Douglas (11:00 AM - 11:30 PM).
4. Civic Center Place at Douglas (11:00 AM - 11:30 PM).
5. Wichita at Douglas (11:00 AM - 11:30 PM).
6. Douglas from McLean to Water (11:00 AM - 11:30 PM).

Ongoing:

Gates Open at 3:00

2008::Electromech Technologies Kids' Korner Mural

Event # **Beginning:** 5/10/2008 at 10:00 AM
Ending: 5 /17/2008 at 8:00 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set (4) 4 x 20 murals on stands.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13 11:00 am - 9:00 pm
Wednesday May 14 thru Friday, May 16, 5:00 pm - 9:00 pm
Saturday, May 17 10:00 am - 8:00 pm

2008::Kansas Gas Service Paddle Boats

Event # **Beginning:** 5/10/2008 at 2:00 PM
Ending: 5 /17/2008 at 8:00 PM

Location: Big Arkansas River

Location Description: From Douglas to Lewis

Approvals:

1. Permission to use waterway from Kansas Wildlife and Parks Department.
2. Permission to hang banners/signage.
3. Permission to use waterway from City of Wichita Park Department.
4. Permission to set 10 x 10 tent.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Saturday, May 10, 2:00 pm - 8:00 pm
Sunday, May 11, Noon - 4:00 pm
Monday, May 12 - Friday, May 16 6:00 pm - 8:00 pm
Saturday, May 17, 2:00 pm – 5:00 pm

2008::Legacy Bank's Kids' Korner Kamp

Event # **Beginning:** 5/10/2008 at 5:00 PM
Ending: 5 /13/2008 at 9:30 PM

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 x 20 tent.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Saturday, May 10, 10:00 am - 9:00 pm
Sunday, May 11, 11:00 am - 9:00 pm
Monday, May 12, 5:00 pm - 9:00 pm
Tuesday, May 13 11:00 am - 9:00 pm

Start Date: Saturday, May 10, 2008

2008::Star Million Dollar Hole In One

Event # 58 **Beginning:** 5/10/2008 at 11:00 AM

Location: A. Price Woodard Park **Ending:** 5 /17/2008 at 9:30 PM

Location Description:

Approvals:

1. Permission to use waterway from Kansas Wildlife and Park Deparment.
2. Permission to place banners/signage.
3. Permission to use bike path along A. Price Woodard Park.
4. Permission to use waterway from City of Wichita Park Dept.
5. Permission to use Sim Park Golf Course.
6. Permission to access water source.

Street Closings:

1. No street closings apply for this event.

Ongoing:

May 10: Noon - 8:00 p.m.
May 11: Noon - 8:00 p.m.
May 12: 6:00 p.m. - 8:00 p.m.
May 13: 6:00 p.m. - 8:00 p.m.
May 14: 6:00 p.m. - 8:00 p.m.
May 15: 6:00 p.m. - 8:00 p.m.
May 16: 6:00 p.m. - 8:00 p.m.
May 17: 1:00 p.m. - 3:00 p.m.

2008::Sundown Parade Float Display

Event # **Beginning:** 5/10/2008 at 1:00 PM

Location: Douglas Ave. at CII **Ending:** 5 /10/2008 at 4:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. Douglas from Waco to Water (10:00 AM - 7:00 PM) (part of Annual Art and Bool Fair closing)
2. Civic Center Place at Douglas (10:00 AM - 7:00 PM)
3. Wichita at Douglas (10:00 AM - 7:00 PM)

Ongoing:

2008::Tot Trot

Event # **Beginning:** 5/10/2008 at 10:30 AM

Location: Douglas Street Bridge **Ending:** 5 /10/2008 at 11:00 AM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event - see Bank of America River Run.

Ongoing:

2008::Walgreens Photo Shoot and ICEE Station

Event # **Beginning:** 5/10/2008 at 12:00 PM

Location: Tripodal Grass Area at Century II **Ending:** 5 /11/2008 at 8:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set (2) 10 x 10 tents.
4. Permission to access water and electrical source.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Saturday May 10, Noon - 8:00 PM
Sunday May 11, 11:00 AM - 8:00 PM

Start Date: Saturday, May 10, 2008

2008::Youth Talent Showcase

Event # **Beginning:** 5/10/2008 at 6:00 PM

Location: CII Mary Jane Teall Theatre **Ending:** 5 /10/2008 at 9:30 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Sunday, May 11, 2008

2008::Musica Latina

Event # **Beginning:** 5/11/2008 at 1:30 PM

Location: West Bank Stage **Ending:** 5 /11/2008 at 3:00 PM

Location Description: WBS

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 10 food vendors and 3 beer trailers at site.
4. Permission to set 20 x 20 tent for vip's
5. Permission to set stage.
6. Permission to set 20 x 20 tent.

Ongoing:

Gates open at 12:00 noon

Street Closings:

1. No street closing apply for this event.

2008::SpiritAeroSystemsPresentsRockin'OnTheRiver

Event # **Beginning:** 5/11/2008 at 4:00 PM

Location: West Bank Stage **Ending:** 5 /11/2008 at 8:00 PM

Location Description: WBS

Approvals:

1. Permission to use site - set up to begin on May 8.
2. Permission to shoot fireworks on the Broadview roof.
3. Permission to hang banners/signage.
4. Permission to set 10 food vendors and 3 beer trailers at site.
5. Permission to set 20 x 20 tent for vip's
6. Permission to set stage.
7. Permission to set 20 x 20 tent.

Ongoing:

Gates open at Noon

Street Closings:

1. McLean from Douglas to 2nd St. (11:00 AM - 11:30 PM)
2. Sycamore from Douglas to McLean (11:00 AM- 11:30 PM)
3. Waco from 1st to Douglas (11:00 AM - 11:30 PM).
4. Civic Center Place at Douglas (11:00 AM - 11:30 PM).
5. Wichita at Douglas (11:00 AM - 11:30 PM).
6. Douglas from McLean to Water (11:00 AM - 11:30 PM).

Start Date: Monday, May 12, 2008

2008::3rd Annual Bob Struble Mem. GolfTournament

Event # **Beginning:** 5/12/2008 at 10:00 AM

Location: Willowbend Golf Club **Ending:** 5 /12/2008 at 6:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::Joyful Noise

Event # 68 **Beginning:** 5/12/2008 at 6:30 PM

Location: CII Convention Hall **Ending:** 5 /12/2008 at 9:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to place banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::U G2G Concert

Event # **Beginning:** 5/12/2008 at 6:30 PM

Location: Kennedy Plaza **Ending:** 5 /12/2008 at 8:30 PM

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Placement of banners and signs.
3. Permission to use CII Exhibition Hall as rain location.
4. Permission to set 1 food vendor.

Jordan Pruitt - 6:30 - 7:05
Drew Seeley - 7:30 - 8:15

Street Closings:

1. Douglas from Waco to Water (3:00 PM - 10:30 PM).
2. Civic Center Place at Douglas (3:00 PM - 10:30 PM).
3. Wichita at Douglas (3:00 PM - 10:30 PM).

Start Date: Tuesday, May 13, 2008

2008::Club 225

Event # **Beginning:** 5/13/2008 at 7:00 PM

Location: CII Convention Hall **Ending:** 5 /13/2008 at 10:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Start Date: Tuesday, May 13, 2008

2008::Cowboy Concert at Cowtown

Event # **Beginning:** 5/13/2008 at 5:00 PM

Location: Old Cowtown Museum **Ending:** 5 /13/2008 at 8:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::INTRUST Festival of Broadway

Event # 15 **Beginning:** 5/13/2008 at 7:00 PM

Location: Kennedy Plaza **Ending:** 5 /13/2008 at 9:00 PM

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to use rain location; CII Exhibition Hall

Street Closings:

1. Douglas from Waco to Water (5:30 PM - 11:00 PM).
2. Civic Center Place at Douglas (5:30 PM - 11:00 PM).
3. Wichita at Douglas (5:30 PM - 11:00 PM).

2008::Sedgwick Co. Zoo Sunset Safari

Event # **Beginning:** 5/13/2008 at 4:00 PM

Location: Sedgwick County Zoo **Ending:** 5 /13/2008 at 8:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Start Date: Wednesday, May 14, 2008

2008::Case New Holland (CNH) Buckaroo Buckarette

Event # **Beginning:** 5/14/2008 at 5:00 PM

Location: Tripodal Grass Area at Century II **Ending:** 5 /14/2008 at 9:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. See Wild, Wild Wednesday street closings.

2008::Case New Holland (CNH) Hay Bale Art

Event #

Beginning: 5/14/2008 at 5:30 PM

Ending: 5 /14/2008 at 9:00 PM

Location: Douglas Street Bridge

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 5 round hay bales.

Ongoing:

Street Closings:

1. See Wild, Wild Wednesday listing.

2008::Legacy Bank Grand Prix Races

Event #

Beginning: 5/14/2008 at 5:00 PM

Ending: 5 /17/2008 at 8:00 PM

Location: West Side of CII

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 3 - 10 x 20 tents.

Ongoing:

Wednesday, May 14, 5:00 p.m. - 9:00 p.m.
Thursday, May 15, 5:00 p.m. - 9:00 p.m.
Friday, May 16, 5:00 p.m. - 9:00 p.m.
Saturday, May 17, 10:00 a.m - 8:00 p.m.

Street Closings:

1. No street closings apply for this event.

2008::LSI Country Concert

Event #

Beginning: 5/14/2008 at 5:00 PM

Ending: 5 /14/2008 at 9:00 PM

Location: Kennedy Plaza

Location Description: Douglas in front of CII

Approvals:

1. Permission to use site.
2. Placement of banners and signs.
3. Permission to use CII Exhibition Hall as rain location.

Ongoing:

Street Closings:

1. See Wild Wild Wednesday for listing.

2008::Talent Unleashed

Event #

Beginning: 5/14/2008 at 6:30 PM

Ending: 5 /14/2008 at 9:00 PM

Location: CII Concert Hall

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

Start Date: Wednesday, May 14, 2008

2008::Wild Wild Wednesday

Event # 10 **Beginning:** 5/14/2008 at 5:00 PM
Ending: 5 /14/2008 at 9:00 PM

Location: Kennedy Plaza

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 4 food vendors.
4. Permission for expanded beer garden on Kennedy Plaza and Douglas from Waco t Water.

Street Closings:

1. Douglas from Waco to Water (3:00 PM - 11:00 PM)
2. Douglas from Waco to McLean (5:30 PM - 11:00 PM).
3. Civic Center Place at Douglas (3:00 PM - 11:00 PM).
4. Wichita at Douglas (3:00 PM - 11:00 PM).
5. Waco from Douglas to 1st. (5:30 PM - 11:00 PM).

Note: Any traffic exiting the Core Area or to/from the Broadview and Hyatt Service, will access via Waco Street at 1st Street.

Start Date: Thursday, May 15, 2008

2008::Big Easy

Event # 23 **Beginning:** 5/15/2008 at 4:30 PM
Ending: 5 /15/2008 at 9:30 PM

Location: Kennedy Plaza

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to use rain location CII Exhibition Hall.
4. Permission to set 2 food vendors.
5. Permission for expanded beer garden on Kennedy Plaza and Douglas from Waco t Water.

Street Closings:

1. Douglas from Waco to Water (3:00 PM - 11:00 PM).
2. Civic Center Place at Douglas (3:00 PM - 11:00 PM).
3. Wichita at Douglas (3:00 PM - 11:00 PM).
4. Waco from Douglas to 1st St. (5:30 PM - 11:00 PM)
5. Douglas from Waco to McLean (5:30 PM - 11:00 PM)

2008::Big Easy Concert

Event # **Beginning:** 5/15/2008 at 8:00 PM
Ending: 5 /15/2008 at 9:30 PM

Location: Kennedy Plaza

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. See Big Easy Listing.

Start Date: Thursday, May 15, 2008

2008::Cajun Food Fest

Event # 9 **Beginning:** 5/15/2008 at 4:30 PM

Location: CII Exhibition Hall **Ending:** 5 /15/2008 at 8:30 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to conduct temporary business - food sales.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Explore It

Event # 43 **Beginning:** 5/15/2008 at 12:00 PM

Location: Exploration Place **Ending:** 5 /15/2008 at 8:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Riverfest Senior Gala

Event # **Beginning:** 5/15/2008 at 7:00 PM

Location: Hilton Wichita Airport Exec. Conference Center **Ending:** 5 /15/2008 at 10:00 PM

Location Description: 2098 Airport Rd.

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Friday, May 16, 2008

2008::Block Party

Event # 2 **Beginning:** 5/16/2008 at 5:00 PM

Location: Kennedy Plaza **Ending:** 5 /16/2008 at 9:30 PM

Location Description: Douglas in front of CII

Approvals:

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to set 5 food vendors.
4. Permission to set 2 flatbeds - 1 at Douglas and Main; 1 on Douglas West of Main.

Ongoing:

Library Stage 5:00 p.m.- 9:15 p.m.
Main St. Stage 5:00 p.m. - 9:30 p.m.

Street Closings:

1. Douglas Avenue from Waco to Market (3:00 PM - Midnight)
2. Main from 1st to English (3:00 PM - Midnight)
3. Civic Center Place at Douglas (3:00 PM - Midnight) set barricade at north end of Chamber
4. Wichita at Douglas (3:00 PM - Midnight)
5. William from Market to Main (3:00 p.m. - Midnight)
6. Douglas from Waco to McLean (5:30 p.m. - Midnight.
7. Waco from 1st to Douglas (5:30 p.m. - Midnight)

Note: Any traffic exiting the Core Area or to/from the Radisson Hotel and Hyatt Service, will access via Waco Street from 13th.

2008::Block Party Oldies Concert

Event # **Beginning:** 5/16/2008 at 8:00 PM

Location: Kennedy Plaza **Ending:** 5 /16/2008 at 9:45 PM

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.
3. Rain location of Exhibition Hall.

Street Closings:

1. See Block Party listing.

2008::Hiland Dairy Ice Cream Social

Event # 19 **Beginning:** 5/16/2008 at 6:00 PM

Location: Douglas **Ending:** 5 /16/2008 at 7:30 PM

Location Description: West of Water

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to place Windwagon and other vehicles.
4. Permission to use CII Exhibition Hall as rain location.

Street Closings:

1. See Block Party listing.

2008::Portrait with the Admiral

Event # 25 **Beginning:** 5/16/2008 at 6:30 PM

Location: Kennedy Plaza **Ending:** 5 /16/2008 at 8:00 PM

Location Description: Douglas in front of CII

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. See Block Party listing.

2008::River City Dance Review

Event # 50 **Beginning:** 5/16/2008 at 6:30 PM

Location: CII Concert Hall **Ending:** 5 /16/2008 at 8:30 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::The Garden Party at Botanica

Event # 5 **Beginning:** 5/16/2008 at 11:00 AM

Location: Botanica **Ending:** 5 /16/2008 at 8:30 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission for temporary food sales.
3. Permission to hang banners/signage.

Street Closings:

1. Amidon oneway North from Sim park drive to Murdock (8AM - 9PM).

Start Date: Saturday, May 17, 2008

2008::Aeroflex Antique Bathtub Races

Event # 3 **Beginning:** 5/17/2008 at 12:00 PM
Ending: 5 /17/2008 at 2:00 PM

Location: Big Arkansas River

Location Description: From 1st/2nd St. Bridge to Lewis St. Bridge

Approvals:

1. Permission to use waterway from Kansas Wildlife and Park Department.
2. Permission to deploy start and finish line and launch docks (Wildlife)
3. Permission from City of Wichita Park and Recreation Department to use river banks, bike paths, waterway and boat ramp.

Ongoing:

11:30 Parade of bathtubs
12:00 PM - 2:00 PM Antique bathtub races
3:30PM Award presentation at A. Price Woodard Park

Street Closings:

1. McLean from 2nd to Maple (6:00 AM on May 17 - 1:00 AM on May 18)
2. Douglas from Main to Sycamore (6:00 AM - 11:00 PM)
3. Sycamore from Douglas to McLean (6:00 AM on May 17 - 1:00 AM on May 18)
4. Civic Center Place at Douglas (6:00 AM - 11:00 PM)
5. Wichita at Douglas (6:00 AM - 11:00 PM)

2008::Air Capital Antique & Classic Boat Fest

Event # **Beginning:** 5/17/2008 at 10:00 AM
Ending: 5 /17/2008 at 4:00 PM

Location: Big Arkansas River

Location Description: North of Douglas St. Bridge

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission from City of Wichita Park and Recreation Department to use river banks, bike paths, waterway and boat ramp.
4. Permission from Kansas Wildlife and Parks for use of the river.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Capitol Federal Fireworks

Event # 12 **Beginning:** 5/17/2008 at 9:45 PM
Ending: 5 /17/2008 at 10:30 PM

Location: West Bank Stage Area

Location Description:

Approvals:

1. Permission to use site.
2. Western Enterprise Inc. to acquire fireworks permit.
3. Permission to hang banners/signage.
4. Permission to use Garvey and Broadview rooftops for fireworks.

Ongoing:

Street Closings:

1. Douglas from Main to Sycamore (6:00 AM - 11:00 PM).
2. McLean from 2nd to Maple (6:00 AM on May 17- 1:00 AM on May 18).
3. Sycamore from Douglas to McLean (6:00 AM on May 17 - 1:00 AM on May 18).
4. Waco from Douglas to 1st St., access limited to CII, Hyatt and Radisson-Broadview (6:00 AM - 11:00 PM).
5. McLean from Douglas to 2nd on Friday, May 16 Midnight to Saturday, May 17 at 11:00 PM.
6. 1st/2nd Street from Waco to McLean (3:00 PM - 11:00 PM).
7. Civic Center Place at Douglas (6:00 AM - 11:00 PM)
8. Wichita at Douglas (6:00 AM - 11:00 PM)

Start Date: Saturday, May 17, 2008

2008::Dodge Ball

Event # **Beginning:** 5/17/2008 at 10:00 AM

Location: Main Street between William and English **Ending:** 5 /17/2008 at 4:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. Douglas from Water to Market (5:00 AM - 9:00 PM).
2. Main from 1st to English (5:00 AM - 9:00 PM).
3. William from Market to Main (5:00 AM. - 9:00 PM).

2008::Friends of the Keeper Celebration

Event # **Beginning:** 5/17/2008 at 9:00 AM

Location: Mid-America All-Indian Center **Ending:** 5 /18/2008 at 9:00 PM

Location Description:

Approvals:

1. Permission to hang banners/signage.
2. Permission to use site.
3. Permission to set food vendors.

Ongoing:

May 17, 9:00 am - 9:00 pm
May 18, 12:00 noon - 9:00 pm

Street Closings:

1. No street closings apply for this event.

2008::got milk? Chief Health Officer Tour

Event # **Beginning:** 5/17/2008 at 10:00 AM

Location: Main Street **Ending:** 5 /17/2008 at 7:00 PM

Location Description: Douglas to English

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Koch Industries Twilight Pops Concert

Event # 37 **Beginning:** 5/17/2008 at 8:30 PM

Location: Kennedy Plaza & CII **Ending:** 5 /17/2008 at 9:40 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to discharge cannons.
3. Permission for Flyover from FAA and Pentagon submit DD Form 2535.
4. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. Douglas from Main to Sycamore (6:00 AM - 11:00 PM).

Start Date: Saturday, May 17, 2008

2008::McLean Street Food Court - NON EVENT

Event # **Beginning:** 5/17/2008 at 10:00 AM

Location: McLean Street Food Court **Ending:** 5 /17/2008 at 9:30 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to place 6 food vendors at the corner of McLean and Douglas.

Street Closings:

1. McLean from Maple to Douglas (6:00 AM on May 17 - 1:00 AM on May 18)

2008::Music by the River

Event # **Beginning:** 5/17/2008 at 11:00 AM

Location: Tripodal Grass Area at Century II **Ending:** 5 /17/2008 at 8:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::Riverfest Basic Skills Ice Skating Comp

Event # 64 **Beginning:** 5/17/2008 at 3:00 PM

Location: Wichita Ice Center **Ending:** 5 /17/2008 at 5:00 PM

Location Description: 505 W. Maple

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2008::Riverfest Car Show

Event # **Beginning:** 5/17/2008 at 11:00 AM

Location: Douglas & McLean **Ending:** 5 /17/2008 at 5:00 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to hang banners/signage.
2. Permission to use site.
3. Permission to set tent. (10 x 10)

Street Closings:

1. Douglas from Sycamore to McLean (8:00 AM - 5:30 PM).

Start Date: Saturday, May 17, 2008

2008::Riverfest Flea Market

Event # 18 **Beginning:** 5/17/2008 at 9:00 AM
Ending: 5 /17/2008 at 6:00 PM

Location: Douglas Avenue

Location Description: Douglas from Water to Market

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set coffee vendor at site.

Ongoing:

Street Closings:

1. Douglas from Water to Market (5:00 AM - 8:00 PM).
2. Main from 1st to English (5:00 AM - 8:00 PM).
3. William from Market to Main (5:00 AM. - 8:00 PM)

2008::Riverfest Wakeboard Competition & Ski Show

Event # 42 **Beginning:** 5/17/2008 at 5:30 PM
Ending: 5 /17/2008 at 8:00 PM

Location: Big Arkansas River

Location Description: From Douglas to Lewis

Approvals:

1. Permission to use waterway from Kansas Wildlife and Parks Department.
2. Permission to hang banners/signage.
3. Permission to use waterway from City of Wichita Park Department.
4. Permission to use boat ramp at Gander Mountain.

Ongoing:

Wakeboard - 5:30 - 7:15
Waterski - 7:15 - 8:00

Street Closings:

1. No street closings apply for this event.

2008::Sponsor Thank You Party - Special Activity

Event # **Beginning:** 5/17/2008 at 6:30 PM
Ending: 5 /17/2008 at 10:00 PM

Location: CII Balcony & Exhibition Hall

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

2008::Teen Scene "Rivalry at the River"

Event # **Beginning:** 5/17/2008 at 12:00 PM
Ending: 5 /17/2008 at 4:00 PM

Location: Hyatt Lawn

Location Description: Lawn south of Hyatt

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set inflatables.
4. Permission to set 20 x 20 stage.

Ongoing:

Street Closings:

1. No street closings apply for this event.

Start Date: Saturday, May 17, 2008

2008::Via Christi Walkfest

Event # 54 **Beginning:** 5/17/2008 at 9:00 AM

Location: Central Riverside Park **Ending:** 5 /17/2008 at 11:00 AM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permisson to hang banners/signage.
3. Permission to use Central Riverside Park.
4. Permission to use North Riverside Park.

Street Closings:

1. Murdock from Stackman/Gilman to Wiley (7:00 AM - 11:30 AM)
2. Stackman from Gilman to Murdock (7:00 AM - 11:30 AM).
3. Murdock from Waco to W. River Blvd. (7:00 AM - 11:30 AM).
4. W. River Blvd. from Murdock to Nims (7:00 AM - 11:30 AM).
5. Nims/Bitting from W. River Blvd. to 10th St. (7:00 AM - 11:30 AM).
6. 9th St. from Bitting to Jefferson (7:00 AM - 11:30 AM).
7. N. River Dr. from Bitting to 12th St. & Pearce (7:00 AM - 11:30 AM).
8. Forest from 12th St. to N. River Dr. (7:00 AM - 11:30 AM).
9. 11th St. from W. River Blvd. to Pearce (7:00 AM - 11:30 AM).
10. Wiley from W. River Blvd. to Nims (7:00 AM - 11:30 AM).
11. Franklin from Nims to Wiley (7:00 AM - 11:30 AM).
12. Nims from Franklin to Central (7:00 AM - 11:30 AM).
13. Spaulding at Murdock (7:00 AM - 11:30 AM).
14. Carter at Murdock (7:00 AM - 11:30 AM).

2008::Walgreens Wellness Tour

Event # **Beginning:** 5/17/2008 at 10:00 AM

Location: On Douglas in front of Tripodal **Ending:** 5 /17/2008 at 6:30 PM

Location Description:

Approvals: **Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

DEH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

1459024

DATE (MM/DD/YYYY) 4/03/08

PRODUCER
K & K Insurance Group, Inc.
1712 Magnavox Way
P.O. Box 2338
Fort Wayne, In 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
WICHITA FESTIVALS, INC.
1820 E DOUGLAS
WICHITA, KS 67214

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GREAT AMERICAN ASSURANCE COMPA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	PAC0565900005	12:01AM 1/01/08	12:01AM 1/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Part Lgl Liab	$ 1000000 $ 300000 $ 5000 $ 1000000 $ NONE $ 5000000 $ NC
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	PAC0565900005	12:01AM 1/01/08	12:01AM 1/01/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE STRAIGHT EXCES DEDUCTIBLE RETENTION $	EXC0565899805	12:01AM 1/01/08	12:01AM 1/01/09	EACH OCCURRENCE AGGREGATE	$ 4000000 $ 4000000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

EVENT: FESTIVAL EVENT DATES: 5/9-17/08.
ADDITIONAL INSURED: CITY OF WICHITA & THE BOARD OF PARK COMMISSIONERS, BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF WICHITA & THE BOARD OF
COUNTY COMMISSIONERS
ATTN: CITY MANAGERS OFFICE
445 N. MAIN, 13TH FLOOR
WICHITA, KS 67202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tim McGee

ACORD 25 (2001/08)

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